

AGREEMENT ENTERED INTO THIS 20<sup>th</sup> DAY OF JULY, 2018

BETWEEN:

**FORT MCKAY LOGISTICS L.P.**  
**FORT McMURRAY DIVISION**  
(Hereinafter referred to as the “Company”)

AND

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
affiliated with the  
International Brotherhood of Teamsters  
(Hereinafter referred to as the “Union”)

October 1, 2018 – September 30, 2022

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**PREAMBLE:**

It is the intent and objective of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the company and its employees; to provide for the amicable settlement of the disputes and grievances; and to establish rates of pay, hours of work, and other conditions of employment to be observed between the Parties hereto.

WITNESSETH THAT THE PARTIES HERETO, HEREBY AGREE AS FOLLOWS:

**ARTICLE NO. 1 - BARGAINING AUTHORITY**

- 1.1 The Union is recognized by the Company as the sole bargaining agent for its employees within the classifications hereinafter set forth, and from time to time added hereto, it being intended that the Union represent all employees of the Company as included the Certification No.362-2001 as issued by the Labour Relations Board.
- 1.2 All the warehouse, logistics, delivery and other work performed for the Logistics Division under Fort McKay Logistics LP, excluding office and supervisory staff, shall be carried out by employees of the Company, members of the Union, where such work is under the control of the Company, except in the case of an emergency where no qualified Members of the Bargaining Unit are available.
- 1.3 This Agreement shall be binding upon the parties hereto and their successors. In the event the Company is merged, sold, leased, or transferred, or taken-over by sale, lease, or transfer in whole or in part, such Company shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 1.4 No employee will be required to enter in, nor will the Company pursue with individual employees, any written or verbal agreement that is inconsistent with the terms of this Collective Agreement. For greater clarity, nothing in this section limits the Company's management rights.

**ARTICLE NO. 2 - UNION SECURITY**

- 2.1 The Company shall, on the first pay period of each month, deduct from each bargaining unit who has been employed by the Company for seven (7) days and/or forty (40) hours, the regular Union dues, and remit same together with a list of names of the employees from whom the deductions were made to the Secretary-Treasurer of the Union, without delay.
- 2.2 All employees, after seven (7) calendar days of employment, shall become and remain a member in good standing of the Union for the duration of this Agreement, or be replaced.
- 2.3 All newly hired employees for regular employment shall be probationary employees for the first ninety (90) calendar days from date of hire. For the purpose of providing additional mentorship and training to an employee whom is experiencing difficulties achieving acceptable standards, the Employer may extend the probationary period for an additional thirty (30) days. Should the Employer elect to terminate the employment of an employee during this extension period, that Employee will have the option of seeking recourse through Article No. 13. Under no circumstances will an Employee be required to serve more than one (1) probationary period.
- 2.4 Provided Article 2.3 has been adhered to, there shall be no responsibility on the part of the Company with respect to employment of probationary employees should they be laid off or discharged during the probationary period.

### **ARTICLE NO. 3 - CHECK-OFF / INITIATION**

- 3.1 Upon written request of an employee, the Company will, in accordance with the tenor of the request, deduct the employee's Initiation fee and remit same, together with a list of the names of the employees from whom deductions have been made to the Secretary-Treasurer of the Union without delay.

### **ARTICLE NO. 4 - HOURS OF WORK**

- 4.1 The regular hours of work for employees are referenced in Appendix A of this Agreement.
- 4.2 Overtime - All hours worked in excess of the daily or maximum for the above corresponding hours will be overtime and paid as one and a half (1 ½) times the rate of pay. Overtime will be rotated fairly among all qualified members as follows. Overtime will be offered to employees whom work in the area at which the overtime exists, starting with the opposing cross shift. The overtime will be offered on a rotational basis using the seniority list as a guiding factor.
- 4.3 For all shifts commencing between the hours of 12:00 noon and 6:00 a.m. will not be subject to overtime, and will be paid a shift differential of two dollars (\$2.00) per hour.
- 4.4 Call out - Employees who are called out beyond the scope of regular working hours shall be paid for a minimum of four (4) hours at the applicable rate of pay. If more than four (4) hours are worked the employee will be paid for all hours worked only. In the case of the job being cancelled with less than twenty-four (24) hours' notice, the employee shall be paid for two (2) hours at the applicable rate. In the case of the job being cancelled with twenty-four (24) hours or more of notice, the employee shall not receive any pay. The Company will cover the cost of transporting via taxicab (if required) to and from the work place. The Company assumes no responsibility for the employee's personal vehicle insurance. The Company will not pay for traveling time.
- 4.5 On-Call - Employees who are obligated by the Company to be on-call shall receive four (4) hours pay at their regular rate for each twenty-four (24) hour period for which they are on-call. On-call employees are required to carry a cell phone, and be able to respond forthwith. Employees on-call, who are required to work, shall be paid the greater of the hours actually worked or the on-call payment.

### **ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY**

- 5.1 Classifications and rates of pay are reference in Appendix "B".
- 5.2 When employees are assigned to a higher rated function for part of their shift, they shall be paid at the higher rate for the duration of the shift. Employees assigned on a temporary basis to a lower rated job shall not have their rate reduced.
- 5.3 In the event new positions are created which cannot be readily classified, the Parties will endeavor to negotiate an appropriate rate between the Company and the Union, failing which, the matter will be subject to the Grievance Procedure.
- 5.4 The Parties acknowledge that the Company may, from time to time, be obligated to hire employees to cover leaves, vacations, illness or other unforeseen circumstances. Such positions and employees will be defined as follows:

Temporary positions will be defined as any position that is either:

- a) Clearly defined for a specific, limited period of time e.g., seasonal or client demand, vacation, sick leave coverage.

- b) A limited period of time will be defined as a period of six (6) months or less, except in the following circumstances:
    - (i) maternity leave, union leave pursuant to Article 10.9, and sick leave in which case a limited period of time will be defined as a period of twelve (12) months or less;
    - (ii) where the client requests to extend the duration of a temporary position, but in no circumstances will a temporary position created according to a client request be longer than twelve (12) months.
  - c) The parties may extend the time period by mutual agreement, and such agreement shall not be unreasonably withheld by either party.
- 5.5 Once a temporary position ends, so does the employment of the individual who is in that temporary position, unless they have a permanent position to return to.
- 5.6 Temporary Employees:
- a) Will be defined as any person hired for a specific period of time or for a specific temporary position.
  - b) Will be laid off at the end of the position or period of time they were initially hired for.
  - c) Will be laid off before any full-time, permanent employee in the event of business or economic downturn.
  - d) Will be allowed to apply for any posted permanent position only after all existing permanent employees have exercised their option to move.
  - e) Will become a full-time, permanent employee and will be deemed to have completed his/her probationary period after working for a six (6) month period.
  - f) Will pay Union dues at the rate specified.

**ARTICLE NO. 6 - ANNUAL VACATION**

- 6.1 After one (1) year of completed service, an employee shall be entitled to two (2) weeks annual vacation.
- 6.2 After two (2) years of completed service, an employee shall be entitled to three (3) weeks annual vacation.
- 6.3 After five (5) years of completed service, an employee shall be entitled to four (4) weeks annual vacation.
- 6.4 After nine (9) years of completed service, an employee shall be entitled to five (5) weeks annual vacation.
- 6.5 After twelve (12) years of completed service, an employee shall be entitled to six (6) weeks annual vacation.

6.6 Vacation pay shall be accrued as follows:

Annual Vacation Entitlement	Vacation Pay % Based on all hours worked (regular and overtime)
2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

6.7 Accrued vacation pay will be paid out, upon request, two (2) weeks before an employee's scheduled vacation. Should vacation pay not be requested it will be paid out to the employee on the last pay period of December.

The Company will provide confirmation of request in writing to the employee. Vacation requests submitted for approval on or before February 28 will be based on seniority. After February, vacation requests submitted will be based on a first come, first serve basis. The employer will respond to vacation requests within fourteen (14) days of receipt.

6.8 All employees are required to take their allotted vacation and employees will not be required to use vacation days for approved time off without pay.

6.9 A weeks vacation, for employees not working five days a week, shall be one shift cycle.

6.10 A maximum ten percent (10%) of the employees per department will be off at any given time, with the exceptions of emergency.

**ARTICLE NO. 7 - STATUTORY HOLIDAYS**

7.1 The eleven (11) recognized holidays shall be:

- New Years Day
- Good Friday
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day
- Family Day
- Victoria Day
- Civic Day (August)
- Thanksgiving Day
- Christmas Day

7.2 a) Employees not required to work on a Statutory Holiday shall be paid their regular pay for the day.

b) Employees required to work on a Statutory Holiday shall receive their regular pay for the day, plus time and a half (1.5x) for all hours worked.

c) Employees absent from duty on a Statutory Holiday that they were scheduled to work, for reasons other than proven sickness or with Company authorization, shall not be paid for the Statutory Holiday.

d) Employees absent from duty on the last day preceding or the first day following a Statutory Holiday, for reason other than proven sickness or with Company authorization, shall not be paid for the Statutory Holiday.

7.3 In the event any of the above mentioned Holidays fall during an employee's annual vacation, he/she shall be given a day in lieu of, to be taken at the start of his/her vacation, or at the completion of his/her vacation.

## **ARTICLE NO. 8 - SHOP STEWARDS**

- 8.1 The Union reserves the right to elect or otherwise appoint Shop Stewards. Shop Stewards will suffer no loss of earnings when processing grievances under Article No. 13.
- 8.2 The Company will not discriminate against Shop Stewards for upholding their obligations contained within this Agreement.

## **ARTICLE NO. 9 - PAYMENT CONDITIONS**

- 9.1 Employees shall be paid by direct deposit every second Friday, and will receive a pay stub at their worksites before the conclusion of their regular shift. In the event an employee does not receive his/her pay on time, or any shortages occur in his/her pay, the Company will ensure that the employee is paid within twenty four (24) hours, excluding Saturday and Sunday.
- 9.2 Not more than seven (7) days pay may be held back, making the pay period cut-off the Saturday prior to the payday.
- 9.3 Severance Pay shall apply to any employee who is covered by the terms of this Agreement, provided that his/her severance arises out of termination without cause. Severance pay shall accrue at the rate of one (1) weeks full pay, based on an employee's pay at the time of severance, for each year of service commencing with the first (1<sup>st</sup>) year of services. The year starts on the initial start date.
- 9.4 In the event that the Company had to close down for lack of work or if the Company lost the contract, the Company would pay the employee a sum that would be accrued at the rate of one (1) weeks full pay for each year of service commencing after twelve (12) months of full time employment up to a total of ten (10) weeks.

If a client directs in writing that a certain employee is no longer permitted to work on its site, the Employer may terminate the employee's employment in accordance with the terms of this Article in full and final satisfaction of any and all obligations.

## **ARTICLE NO. 10 - SENIORITY**

- 10.1 Seniority shall be based on the length of continuous service an employee has been on the payroll within the Bargaining Unit, subject to Section 10.2 of this Article
- 10.2 An employee shall lose all seniority rights for any one or more of the following reasons:
  - a. Voluntary resignation
  - b. Discharge for Cause
  - c. Failure to return to work after layoff, under Section 10.3 of this Article
  - d. Layoff of more than twelve (12) months
- 10.3 In the event of a reduction of the working force, the Company shall apply the principle of "last on - first off" insofar as it is consistent with management's obligation to maintain a capable and efficient working force. Following a layoff, rehiring shall be carried on conversely to the outlined layoff procedure.
- 10.4 When re-calling any employee to work after being laid off, he/she shall be notified by phone, and confirmed by registered mail, (with a copy to the Union) directed to the employee's last known phone number and address. The employee will have five (5) days from the confirmed date receiving the registered mail, or fourteen (14) days from the date at which the registered mail is sent, to confirm their intentions to return to the bargaining unit. The Employer agrees to confirm the Employees last known address at time of layoff.

- 10.5 A list showing the seniority of each employee, shall be compiled monthly and provided. This list shall be revised on the first of each month; any errors shall be reported to the Shop Steward for correction within seven (7) days after posting of such a list. A copy of all seniority lists will be sent to the Union office electronically as well as to the Shop Stewards.
- 10.6 Leave of Absence for any other reason other than ill health shall be in writing, with a copy to the Union. Persons on said leave of absence will maintain their seniority except that they shall not be able to bump a person who has obtained or moved into a posted position during the period of the leave. Under no circumstances shall the above L.O.A be greater than one hundred and eighty (180) calendar days without mutual agreement between the Company and the Union.
- 10.7 When an employee within the bargaining unit covered by this Agreement, takes a leave of absence to take a position within the Company that is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of one hundred and eighty (180) calendar days within the former unit. At the end of this period of one hundred and eighty (180) calendar days, the employee must exercise his/her seniority rights by returning to his/her former unit, or relinquish all his/her seniority rights. For the purpose of this clause only, the Company will maintain and remit all dues and remittances during this period. The Company will inform the Union of any Employees under the above provision.
- 10.8 Maternity Leave - Leave of absence with out pay in the case of pregnancy shall be granted in accordance with the provisions of the Alberta Employment Standards Code. Such leave will not affect annual vacation entitlements, seniority, or sick leave, and may be extended up to an additional three (3) months on approval by the Employer. The employee shall pay all benefit and union premium costs during maternity leave.
- 10.9 Parental Leave
- a) An employee who was entitled to a maternity leave of absence, and whose pregnancy ended with a live birth, shall be granted a parental leave of absence, without pay, in accordance with the provisions of the Alberta Employment Standards Code. Such leave shall begin immediately following the last day of the employee's maternity leave.
  - b) An employee who has been employed by the Company for at least ninety (90) days, and is not the employee defined in subsection a), shall be granted a parental leave of absence, without pay, in accordance with the provisions of the Alberta Employment Standards Code.
- 10.10 Compassionate Care Leave
- a) An employee who has been employed by the Company for at least ninety (90) days, and who has a family member become seriously ill, shall be granted a compassionate care leave, without pay, in accordance with the provisions of the Alberta Employment Standards Code. Such leave will not affect annual vacation entitlements, seniority, or sick leave. The employee shall pay all required benefit and union premium costs during the leave of absence.
  - b) For greater certainty, family member in this section is defined as the employee's spouse, common-law partner, child or step-child, parent, step-parent, or parent-in-law, sibling, step-sibling, or sibling-in-law, grandparent, step-grandparent, or grandparent-in-law, grandchild or step-grandchild, aunt or uncle, nephew or niece, the partner of the employee's aunt, uncle, nephew or niece, current or former foster child or the partner of a current or former foster child, current or former ward of the employee or the partner of a current or former ward, current or former guardian of the employee or the partner of a current or former guardian, or any other individual as provided under the Alberta Employment Standards Code or Employment Standards Regulation.
  - c) An employee referred to in this section must provide the Company with two (2) weeks' written notice unless the circumstances warrant a notice period that is shorter. Such notice must also include an estimated date on which the employee shall return to work.



10.11 Bereavement Leave

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 the regular hours lost from his/her regular shift, on the day prior to the funeral, the day of the funeral and the day after the funeral. Maximum compensation shall be based on the employee's schedule of regular hours worked on those bereavement days. Two (2) additional days with pay, shall be allowed for out of town travel in excess of 200 km.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, brother, sister, step-brother, step-sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouses, grandparents, grandchildren, stepmother, stepfather, stepson, stepdaughter, or common-law spouse, provided the common-law spouse is recorded with the Company plus any others referenced in the Alberta Employment Standards Code.

10.12 The Employer shall provide to the employees, the following leaves consistent with the rights and obligations of employees under the Alberta Employment Standards Code:

- (i) Reservist Leave;
- (ii) Disappearance of Child Leave;
- (iii) Death of Child Leave;
- (iv) Critical Illness of Child Leave;
- (v) Long Term Illness and Injury Leave;
- (vi) Domestic Violence Leave;
- (vii) Personal and Family Responsibility Leave;
- (viii) Citizenship Ceremony Leave;

10.13 The Company will grant a one (1) year leave of absence to any Employee hired by the Local Union. The Employee will suffer no loss in seniority should they elect to return to the bargaining unit during the L.O.A period. The Union agrees to provide the Company with a minimum of four (4) weeks' notice of its intention to invoke this clause on behalf of the Employee.

10.14 The Company agrees to grant any Employee serving on a Union committee, or acting as a delegate of the Union, the necessary time off required to fulfill the obligations of their perspective committee. The Union agrees to inform the Company of the names of said employees appointed to said committees along with a brief outline of the Unions expectations of the Employee. The Union agrees to provide the Employer with a minimum of seven (7) days' notice of the time off request.

**ARTICLE NO. 11 - MANAGEMENT RIGHTS**

11.1 The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and it recognizes it right to judge ability, competency, and efficiency of its employees, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement

11.2 The Company shall have the right to hire, and to discipline, demote and discharge employees for proper cause. It reserves the right to reject persons who may be supplied by the Union in the same manner as any other applicant.

11.3 The Company will notify all Employees of any new changes or changes to existing policies and procedures.

## ARTICLE NO. 12 - GENERAL

- 12.1 The Company shall not require an employee to drive any vehicle not equipped with safety appliances required by law and an employee who reasonably refuses to drive a vehicle that is not safety compliant will not be reprimanded.
- 12.2 All employees and prospective employees may be subject to a fitness-to-work assessment comprising a medical examination, conducted under the supervision of a Company physician and at the Company's expense, to determine the fitness of an individual to meet bona fide occupational requirements without undue risk to self and others.
- 12.3 Employees who are required by the Company to take time off for the purpose of driving or other tests for obtaining or renewing licenses or tickets that is conducive to Company business, may do so only at Company convenience, and after providing seven (7) days' notice to the Company. In this instance, the Company shall reimburse the employee upon successful completion of the test(s) and a receipt will be required and will pay for time lost. If a specific certification is obtained but not used, the employee will not be eligible for the higher rate of pay.
- 12.4 The Company must inform all superintendents and foreman to abide by the rules of this Agreement.
- 12.5 At no time will an employee not covered by this Agreement take a Union employee's position, except if a qualified Union employee is not available.
- 12.6 Medical exams required for licensing, when the license is required by the Company, shall be paid for by the Company.
- 12.7 Any regular full-time employee who attends court for Jury Duty, or to give evidence as a witness, will be reimbursed, on the next pay period, by the Company for the difference between the pay received for witness attendance, and his/her regular straight time hourly rate of pay for his/her regular scheduled hours of work. This clause will have no application for an employee on leave of absence, or receiving benefits under the Health and Welfare Program, on annual vacation, on Worker's Compensation or otherwise covered in this Agreement
- 12.8 The Employer shall provide bulletin boards for the posting of Union notices wherever possible.
- 12.9 The Company agrees to follow the principle of progressive discipline in the administration of disciplinary action; such as follows:

Step one - Verbal warning - documented and signed by the Company  
Step two - Written warning documented and signed by the Company  
Step three – Written Suspension documented and signed by the Company  
Step four – Discipline rendered under the principle of progressive discipline up to and including termination with cause.

The employee will receive a copy of any written reprimand or warning letters placed on his/her file, with a copy sent to the Union. Such written reprimand or warning letter shall become a part of the employee's work history for one (1) year. Further incidences where as a written reprimand or warning letter is deemed necessary only the preceding disciplinary actions within the last six (6) months will compound and be taken into account in the implementing of further corrective action. If another incident warranting disciplinary action occurs within a suspension probation period, severe disciplinary actions up to and including termination of employment may be the result. On occasion for serious infractions an employee will be similarly terminated. All reprimands must be issued within three (3) working days of the incident occurrence for all the employees involved excluding Saturday Sunday and holidays or they will be null and void and removed from the employee's record. Where an investigation is required, time will be allowed for the completion prior to going to the Accident Review Board. An employee has the right to request the presence of a Shop Steward in a disciplinary meeting. Should the employee refuse to sign the record of discipline the employer will note as such on the copy supplied to the Union.

- 12.10 It is agreed that during the life of this Agreement there shall be no strike, slowdown, or similar interruption of service by the employees, nor shall the Union encourage such action, and furthermore, there shall be no lockout by the Company.
- 12.11 The Company agrees to notify all Bargaining Unit Employees of any new position or vacancy which is recognized within the Local Unions Certification as per Article 1.1. The position or vacancy shall remain open for a bidding period of seven (7) days and awarded according to qualification and seniority. All job postings will be made available on the Company intranet and on the Company website. Job postings will include classification and start date, and when known to the employer the shift cycle and work location. The successful applicant to any new posting or position will be posted for a period of seven (7) days on the Company intranet and on the Company website.

In the event that a temporary position is expected to become a permanent full-time or part-time position, the position shall be filled according to the usual process outlined for permanent positions. The employee hired on a term basis is eligible to apply for the permanent position.

As a First Nation owned business, the Company reserves the right, and the Union encourages the Company to give preferential hiring treatment to qualified candidates who are members of the Fort McKay First Nation or persons of aboriginal ancestry and Managers are to make their selections having respect for this principle.

- 12.12 The Employer shall post training opportunities on the bulletin boards (or secured accessible electronic means), the training opportunity shall remain open for seven (7) days. The position or vacancy shall be filled firstly by Members of the Bargaining Unit in accordance with the principle of seniority and shall invite all Union employees to submit their names for consideration, unless required by customers on an urgent basis. Training opportunities shall be filled after soliciting applications from the bargaining unit. Employees training in higher classifications shall receive their existing rate until such time as they are able to fill the requirements of the job.
- 12.13 Existing employees awarded a training opportunity for a higher level position are to be appointed to the higher level on a temporary basis and paid at the applicable rate of pay of the classification at which the training exists. The Company shall have the right to discontinue the training, for any reason, and return the employee to their original position, at their original rate of pay and benefits, within thirty (30) worked days from the start of their temporary appointment.

The employee may elect to not continue the training and return to their original position, at their original rate of pay and benefits, within fifteen (15) worked days. An employee returned to their original position by the Company within thirty (30) worked days shall have no right to lodge a grievance with respect to the Company's decision to return them to their original position.

Employees successfully completing the thirty (30) worked days training period, as determined by the Company in its sole discretion, will be placed into the position on a permanent basis.

In the event the employee is returned to their original position by the Company, the Company agrees it will work with the employee on scheduling their hours of work so that the employee does not suffer a loss in hours worked for that pay period, or, if necessary, hours will be made up in the next pay period.

In order to provide training and advancement opportunities for future advancement throughout the classifications, the above provisions may be altered with mutual agreement between the Parties. Such alterations shall be entered into by the Parties in writing and be communicated to the Membership.

- 12.14 The Company agrees to implement a Training and Advancement Committee consisting of Employees and Management from the various locations and classifications. The purpose of the Committee will be to identify training opportunities and implement strategies to ensure consistency in the qualifications of Employees within the classifications. The Committee will meet quarterly, proper minutes will be taken and shared with the Employees. The Union reserves the right to appoint Committee members from the Bargaining Unit.
- 12.15 The Company shall arrange for a Doctor to provide a Doctor's note when requested by the Company at no cost to the employee. If the Company Doctor is not available, the employee shall be reimbursed for the cost of any Doctor's note provided as per the Company request.

Employees will be reimbursed up to three hundred dollars (\$300.00) every two years for the purchase of prescription safety glasses, upon the production of an appropriate receipt.

### **ARTICLE NO. 13 - GRIEVANCE PROCEDURE**

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

The Parties agree to process grievances in a timely manner. The Procedure for such adjustments and settlements shall be as follows:

**STEP 1** - Any grievance of any employee shall first be taken up between such employee and the Supervisor, however the employee may attend with his/her Shop Steward. Time limitations to institute a grievance contesting a termination of employment is five (5) days, excluding Saturdays and Sundays. All other grievances are subject to a fourteen (14) day time limitation.

**STEP 2** - Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union, or Shop Steward, and the Supervisor.

**STEP 3** - Failing settlement under Step 2, such grievance and any question, dispute, or controversy, that is not of the kind that is subject to Steps 1 and 2, 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 the President of the Company.

**STEP 4** - Failing settlement under Step 3, 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 the President of the Company

**STEP 4A** - Failing settlement under Step 4 the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) to render a decision. The Parties agree that such decision will be binding however will not set precedent in any future grievances regarding the same issue. The cost of the Panel shall be shared equally between Parties.

**STEP 5** - Failing settlement under Step 4A, 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 Union and the Company will share the cost of the Arbitrator equally.

**ARTICLE NO. 14- PENSION PLAN & HEALTH and WELFARE PLAN**

14.1 Health and Welfare Plan

The Company will provide the Prairie Teamster Health and Welfare Plan to all full time employees.

14.2 Pension Plan

The Company will contribute four dollars and fifty cents (\$4.50) per hour to the Teamsters Prairie Provinces Pension Plan for each regular and overtime hour worked by all full-time employees.

**ARTICLE NO. 15 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

15.1 This Agreement shall remain in full force and effect as of October 1, 2018 and continue in effect until September 30, 2022, and from year to year thereafter until terminated by either Party giving the other Party sixty (60) calendar days' notice in writing, prior to September 30, in any year.

15.2 Either Party to this Agreement may, not less than ninety (90) calendar days and not more than one hundred and twenty (120) calendar days immediately prior to the expiry date of the Agreement, request the other Party to the Agreement to commence collective bargaining. Such notice shall be given by Registered Mail.

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

**ON BEHALF OF THE COMPANY:**

Fort McKay Logistics L.P.  
Fort McMurray Division

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

\_\_\_\_\_  
Robert Cochrane, General Manager

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

\_\_\_\_\_  
Kristen Kane, Operations Manager

\_\_\_\_\_  
Chance Hrycun, Business Agent

## **APPENDIX "A" – HOURS of WORK**

1. The Company will utilize the following shift schedules:
  - a. Mailroom employees:

Monday through Friday - eight (8) hours per day.
  - b. Warehouse and Logistics employees:
    - (i) 4/10 schedule  
Monday – Thursday or Tuesday – Friday (10 hours per day)
    - (ii) Modified 4/10 schedule  
Monday 8 hours/day; Tuesday 12 hours/day; Wednesday 12 hours/day; Thursday 8 hours/day
    - (iii) 30/31 schedule  
12 hours per day  
5 days off, 5 days on, 4 days off, 5 days on, 5 days off and 4 days on – totaling 84 hours every 2 weeks, as per the client's shift schedule
    - (iv) 150/151 schedule  
12 hours per day  
5 days off, 5 days on, 4 days off, 5 days off and 4 days on – totaling 72 hours in the first two week period and 96 hours in the second alternating two week period, as per the client's shift schedule
    - (v) 500 Series schedule  
12 hours per shift  
Shift Cycle: 3 days on, 3 nights on, 6 days off
    - (vi) 5/8 schedule  
Monday through Friday (8 hours per day)
  - c. Such other shifts as requested or required by the Company's customers.
2. The Company shall pay twenty dollars (\$20.00) per day travel to any employee who is required to travel to the Fort McKay Industrial Park. In cases where an employee is not able to use client provided transportation they will make application to the employer to receive the above premium.

Employees working twelve (12) hour shifts will be paid for twelve (12) hours which includes half (1/2) an hour for lunch. The parties recognize that some terms set forth in this Letter of Understanding will require further clarification, and that additional terms may be required.

**APPENDIX “B” – CLASSIFICATIONS and RATES OF PAY**

WAREHOUSE		OCT. 1/ 2017	OCT. 1/ 2018	APRIL 1/ 2019	OCT. 1/ 2019	OCT. 1/ 2020	OCT. 1/ 2021
<b>Shipper/ Receiver</b>	L1 Entry Level Rate	\$ 40.85	\$ 33.85	\$ 33.85	\$ 34.19	\$ 34.53	\$ 35.22
	L2 Base Rate	\$ 42.35	\$ 38.35	\$ 35.90	\$ 36.26	\$ 36.62	\$ 37.35
	L3 Intermediate	\$ 43.85	\$ 39.85	\$37.40	\$ 37.77	\$ 38.15	\$ 38.91
<b>Material Tech</b>	L1 Entry Level Rate	\$ 44.50	\$ 37.50	\$ 37.50	\$ 37.88	\$ 38.26	\$ 39.03
	L2 Base Rate	\$ 46.00	\$ 42.00	\$ 39.55	\$ 39.95	\$ 40.35	\$ 41.16
	L3 Intermediate	\$ 47.50	\$ 43.50	\$ 41.05	\$ 41.46	\$ 41.87	\$ 42.71
	L4 Specialized	\$ 49.00	\$ 45.00	\$ 42.55	\$ 42.98	\$ 43.41	\$ 44.28
<b>Yard Tech</b>	L1 Entry Level Rate	\$ 44.50	\$ 37.50	\$ 37.50	\$ 37.88	\$ 38.26	\$ 39.03
	L2 Base Rate	\$ 46.00	\$ 42.00	\$ 39.55	\$ 39.95	\$ 40.35	\$ 41.16
	L3 Intermediate	\$ 47.50	\$ 43.50	\$ 41.05	\$ 41.46	\$ 41.87	\$ 42.71
<b>Material Coordinator</b>	L1 Entry Level Rate	\$ 44.50	\$ 37.50	\$ 37.50	\$ 37.88	\$ 38.26	\$ 39.03
	L2 Base Rate	\$46.00	\$ 42.00	\$ 39.55	\$ 39.95	\$ 40.35	\$ 41.16
	L3 Intermediate	\$47.50	\$ 43.50	\$ 41.05	\$ 41.46	\$ 41.87	\$ 42.71
<b>Tool crib Attendants</b>	L1 Entry Level Rate	\$ 36.45	\$ 29.45	\$ 29.45	\$ 29.74	\$ 30.04	\$ 30.64
	L2 Base Rate	\$ 37.95	\$ 33.95	\$ 31.50	\$ 31.82	\$ 32.14	\$ 32.78
	L3 Intermediate	\$ 39.45	\$ 35.45	\$ 33.00	\$ 33.33	\$ 33.66	\$ 34.33
DRIVERS		OCT. 1/ 2017	OCT. 1/ 2018	APRIL 1/ 2019	OCT. 1/ 2019	OCT. 1/ 2020	OCT. 1/ 2021
<b>Class 2 &amp; 5</b>	L1 Entry Level Rate	\$ 40.85	\$ 33.85	\$ 33.85	\$ 34.19	\$ 34.53	\$ 35.22
	L2 Base Rate	\$ 42.35	\$ 38.35	\$ 35.90	\$ 36.26	\$ 36.62	\$ 37.35
	L3 Intermediate	\$ 43.85	\$ 39.85	\$37.40	\$ 37.77	\$ 38.15	\$ 38.91
<b>Class 3</b>	L1 Entry Level Rate	\$ 44.50	\$ 37.50	\$ 37.50	\$ 37.88	\$ 38.26	\$ 39.03
	L2 Base Rate	\$ 46.00	\$ 42.00	\$ 39.55	\$ 39.95	\$ 40.35	\$ 41.16
	L3 Intermediate	\$ 47.50	\$ 43.50	\$ 41.05	\$ 41.46	\$ 41.87	\$ 42.71
<b>Class 1</b>	L1 Entry Level Rate	\$ 46.68	\$ 39.68	\$ 39.68	\$ 40.08	\$ 40.48	\$ 41.29
	L2 Base Rate	\$ 48.18	\$ 44.18	\$ 41.73	\$ 42.15	\$ 42.57	\$ 43.42
	L3 Intermediate	\$ 49.68	\$ 45.68	\$ 43.23	\$ 43.66	\$ 44.10	\$ 44.98
<b>Mail Room</b>	L2 Base Rate	\$ 32.12	\$ 28.12	\$ 25.67	\$ 25.93	\$ 26.19	\$ 26.71
	L3 Intermediate	\$ 33.62	\$ 29.62	\$ 27.17	\$ 27.44	\$ 27.71	\$ 28.26
<b>Dispatchers</b>	L1 Entry Level Rate	\$ 44.50	\$ 37.50	\$ 37.50	\$ 37.88	\$ 38.26	\$ 39.03
	L2 Base Rate	\$ 46.00	\$ 42.00	\$ 39.55	\$ 39.95	\$ 40.35	\$ 41.16
	L3 Intermediate	\$ 47.50	\$ 43.50	\$ 41.05	\$ 41.46	\$ 41.87	\$ 42.71

Entry Level: Rate will be in effect until the completion of the probationary period as per Article 2.3.

Base Rate: Base rate of pay for each classification.

Intermediate Rate: Rates of pay will be in effect upon completion of sixty (60) months of employment, excluding probationary period at base rate.

Specialized Rate: Rate is applicable in recognition of a specialized license, diploma, certificate or skill set recognized by the Employer.



LETTER OF UNDERSTANDING #1

**BETWEEN:** FORT MCKAY LOGISTICS LP  
FORT McMURRAY DIVISION  
(Hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
Affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the "Union")

**RE: DEDUCTION AND REMITTANCE OF UNION DUES**

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 immediately.

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

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the 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.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

**ON BEHALF OF THE COMPANY:**  
Fort McKay Logistics L.P.  
Fort McMurray Division

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

\_\_\_\_\_  
Robert Cochrane, General Manager

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

\_\_\_\_\_  
Kristen Kane, Operations Manager

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Chance Hrycun, Business Agent