

HEAVY HAUL COLLECTIVE AGREEMENT

BETWEEN:

**MAMMOET CANADA WESTERN LTD.
(hereinafter referred to as the Company) OF THE FIRST PART**

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO.362 for Alberta and Northwest
Territories Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(herein referred to as the Union) OF THE SECOND PART**

Expires June 30, 2020

TABLE OF CONTENTS

ARTICLE NO. 1 – INTENT AND PURPOSE	2
ARTICLE NO. 2 – SCOPE OF THIS AGREEMENT	2
ARTICLE NO. 3 – UNION SECURITY	2
ARTICLE NO.4 - PAYMENT OF WAGES	3
ARTICLE NO. 5 – MANAGEMENT RIGHTS	4
ARTICLE NO. 6 – GRIEVANCE PROCEDURE	5
ARTICLE NO. 7 - RATES of PAY, and JOB CLASSIFICATIONS	5
ARTICLE NO. 8 - SENIORITY	6
ARTICLE NO. 9 - SAFETY and HEALTH	7
ARTICLE NO. 10 - GENERAL HOLIDAYS	7
ARTICLE NO.11 - ANNUAL VACATION WITH PAY	7
ARTICLE NO. 12- BEREAVEMENT LEAVE	8
ARTICLE NO. 13 – LEAVES OF ABSENCE	8
ARTICLE NO. 14 - GENERAL WORKING CONDITIONS	9
ARTICLE NO. 15 - NO STRIKE- NO LOCKOUT	10
ARTICLE NO. 16- VALIDITY OF ARTICLES	10
ARTICLE NO. 17 - TERMINATION and AMENDMENTS	10
APPENDIX "A"	12
APPENDIX "B"	12
APPENDIX "C"	13
APPENDIX "D"	14
LETTER OF UNDERSTANDING #1	15
LETTER OF UNDERSTANDING #2	16
LETTER OF UNDERSTANDING #3	17
LETTER OF UNDERSTANDING #4	17

WITNESSETH THAT in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto have agreed as follows:

ARTICLE NO. 1 – INTENT AND PURPOSE

It is the intent and purpose of the Parties hereto that this Agreement will promote and improve harmonious labour relations, and facilitate the peaceful adjustment of differences between the Company and the employees covered by the terms of this Agreement; and set forth herein the Agreement covering the rates of pay, hours of work, and working conditions to be observed.

ARTICLE NO. 2 – SCOPE OF THIS AGREEMENT

- a) This Agreement shall apply to all employees as enumerated.
- b) All employees working for the Company as enumerated in the following Appendices hereunto annexed and forming part of this Agreement:

Appendix "A" - Hours of work, overtime, classifications, and wage rates of employees of mobile equipment in Contract Hauling, and their helpers related thereto.

Appendix "B"- Prairie Teamsters Health and Welfare Plan

Appendix "C"- Teamsters Union/Industry Advancement Fund

Appendix "D"- Pension Plan

- c) In the event the Company engages in work covered by Construction, Road Building, and Pipeline Agreements, it is understood and agreed that the Company, when doing work covered by those Agreements, shall become signatory to those Agreement, along with signatory Teamster Unions.
- d) In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- e) If the Company is required to hire outside trucks it will endeavour to utilize those Parties that are signatory to this Agreement, provided that mutually satisfactory arrangements can be made between the Parties.

ARTICLE NO. 3 – UNION SECURITY

- a) The Employer recognizes the Union as the exclusive bargaining agent in respect to all employees in the Heavy Haul bargaining unit employed in Alberta for which the Union has acquired and retained the right of collective bargaining.
- b) The Union recognizes the exclusive right of the Company to select and hire.
- c) The Company agrees that all employees, owner-operators, and employees of owner-operators, shall be apply to be members of the Union, as a condition of employment., and all new employees, owner-operators, and employees of owner-operators must apply to become members of the Union prior to commencing employment with the Company.
- d) 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.

- e) 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.
- f) 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.
- g) 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.
- h) 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).
- i) 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
- j) It shall be the duty of employees to notify the Employer and the Union promptly of any change of address. If an employee fails to do this, the Employer will not be responsible for failure to reach such employee.
- k) 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) as provided by the employee;
- l) 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.

ARTICLE NO.4 - PAYMENT OF WAGES

- a) The Company shall pay wages to every employee covered by this Agreement at the rates set forth in the Appendices hereunto annexed in respect of the various classifications therein contained. The Appendices containing the classifications of the Union(s) signatory to this Agreement shall be deemed to be contained in, and form a part of, this Agreement.
- b) The Company shall at least twice monthly, or every second (2nd) Friday, whichever is applicable and presently in effect by direct deposit, pay to each employee covered by this Agreement, all wages earned by the employee to a day not more than five (5) working days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

- c) At the Employer's option, Employees will have only electronic access to all payroll slips and records for taxation purposes, and records of employment.
- d) The Company shall provide each employee covered by this Agreement with Web access to view or print itemized statements in respect of all wage payments made to such employee. Such statement shall set forth:
 - the period for which the payment is made;
 - the number of hours for which the payment is made;
 - the rate of wages;
 - details of the deductions made from the wages; and
 - the actual sum being received by the employee.
- e) For final pay on termination, the records shall be made available for pickup at the office, or mailed to the employee if so requested. By mutual agreement, other means of communicating final pay records may be implemented.
- f) Employees of Owner-Operators shall be paid equivalent wages and conditions as provided in this Collective Agreement. If there should be any deficiency to the employee, it shall be his responsibility to advise the Company within thirty (30) days of the pay period in which the deficiency took place. The Company shall then take action to rectify the situation and pay such balance as may be properly due to owing such employee for said pay period.
- g) If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive same as soon as practicable, but not later than the week following the payday on which the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.

ARTICLE NO. 5 – MANAGEMENT RIGHTS

- a) 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 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.
- b) The Company shall always have the right to hire, assign, demote; and to discipline, or discharge employees for proper cause.
- c) No Employee will be required to enter into, 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.
- d)
 - i) It is recognized that from time to time terms and conditions of employment may require alteration from those contained in the Collective Agreement in order to enable the Employer to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any alterations must be reached by mutual agreement between the employer and the union. Requests to alter terms and conditions of employment can be initiated by the Employer or by the Union.
 - ii) Any modification to terms and conditions of employment will be finalized in writing by the Employer and the Business Agent of the Union.

- e) Should a specific provision of this Agreement directly conflict with an enumerated right under this Article, the specific Agreement shall prevail over the enumerated right.

ARTICLE NO. 6 – GRIEVANCE PROCEDURE

A “Grievance” means a difference arising out of the interpretation, application, administration or alleged violation of this Agreement. A grievance shall be addressed in accordance with the procedures herein.

STEP 1 – Any grievance of an employee shall first be taken up between such employee and his immediate supervisor.

Time limit to institute a grievance:

- a) termination of layoff – five (5) days
- b) all others – fifteen (15) days

STEP 2- Failing settlement under Step 1, the employee must present his/her grievance in writing to the Local Union, and such grievance shall be taken up between the representative of the Local and the immediate Supervisor. Step 2 must be completed within ten (10) calendar days from the completion date of Step 1.

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) members appointed by the Company. Step 3 must be completed within ten (10) calendar days from completion date of Step 2.

STEP 4- Failing settlement under Step 3, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Parties to hear both sides of the case. By mutual agreement, a grievance may be referred to an Arbitration Board, which shall be appointed in accordance with the provisions of the Canada Labour Code or the Canadian Joint Grievance Panel. The Parties agree that the decision of either of these options are final and binding.

The Arbitrator shall be required to hand down his/her decision within fourteen (14) calendar days following completion of the hearing, and his/her decision shall be final and binding on the two Parties to the dispute.

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 by the Union and by the Company.

All the time limits referred to in the grievance procedure herein contained will be deemed to mean work days. A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either Party, the Parties may agree in writing to extend the time limits at any time.

The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) days after termination or layoff occurred, or more than fifteen (15) days after another subject of such grievance occurred.

ARTICLE NO.7- RATES of PAY, and JOB CLASSIFICATIONS

- a) Special rates of pay for any new operations, areas, or job classification shall be subject to negotiation, provided that the Company shall pay the area rate until the new rate or job

classification is agreed upon. The Company agrees to advise the Union office of any such rate within ten (10) days of its establishment, and if no written Union representation is made within ten (10) days of such notification, the rate will be deemed agreed upon. If no agreement is reached within sixty (60) days of receipt of such written representation, the Union may process a grievance under the Grievance Procedure, commencing with Step 3.

- b) It is understood and agreed that such new rate shall be retroactive to the date the new operation, area, or job classification was instituted.

ARTICLE NO. 8 - SENIORITY

- a) Seniority shall be based on the length of continuous service with the Company from the date of hire within the bargaining unit.
- b) Seniority shall be applied on a "Branch" or "Terminal" specific basis.
- c) The principle of seniority in each "Branch" or "Terminal" shall be maintained in the reduction and restoration of the Union working force, subject to the Employer's assessment of the employee's competency and qualifications.
- d) In the event that a shortage of work results in a layoff, the Employer agrees that the reduction of the workforce within a classification shall be governed by the following:
- Firstly, the Employer's assessment of the competency and qualifications of each of the workers within each of the classifications, in respect to the work remaining to be performed.
 - Secondly, the seniority of the workers within the classifications.
- e) In the event that a senior employee is facing a layoff within a classification, and the Employer has determined that the employee holds the competency and qualifications to occupy another classification, the employee will be given the opportunity to fill a vacant position.
- f) Eligibility for recall of laid off workers who have retained seniority shall be governed by the following:
- Firstly, the Employer's assessment of the competency and qualifications of each of such laid off workers, in respect to the work then remaining to be performed within the classifications.
 - Secondly, the seniority of the laid off workers.
- g) **Assessment and Opportunity**
The Employer will assess, on an annual basis, the competency and qualifications of each member of the bargaining unit. The Employer shall inform each member of the bargaining unit of the competency and qualifications the member will be required to attain in order to be considered for assignment to a higher classification. Employees will be provided with the opportunity to maintain and/or obtain higher levels of competencies while under the employment of the company, if practical.
- h) Seniority shall be lost for one or more of the following reasons:
- i) Notice of Voluntary resignation
 - ii) Discharge for cause
 - iii) Layoff for a period of 180 calendar days
 - iv) Failure to return to work within seven (7) days of an Employer's notice of recall, delivered to the last known address, or by phone call (documented) to the last known phone number of the laid off worker.

ARTICLE NO. 9 - SAFETY and HEALTH

- a) The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination. Drivers that have completed one (1) or more years of employment with the Company, and who are required to take government physical or medical examinations for the purpose of their Vehicle Operators' License, will upon receipt of their Doctor's report, make it available to the Company for copying. The Company will then reimburse the driver full cost of such physical examination upon presentation of a receipt showing the driver has paid for such examination.
- b) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. It shall not be a cause for discipline if a driver refuses to operate any vehicle that he believes is not safe. It shall be the duty of the employee to report promptly in writing to the Company on all defects in equipment. The previous trip's cry-sheet will be made available upon request to the employee dispatched on any specific unit.
- c) The Company will provide the following personal protective equipment (PPE) including coveralls, hard hat, non-prescription safety glasses, and work gloves. On job sites where specialty safety equipment is required, the Company will provide such PPE, e.g. safety harnesses, fire retardant coveralls.

ARTICLE NO. 10 - GENERAL HOLIDAYS

- a) Every employee shall be granted Holiday pay of nine (9) hours at work time rate, on each of the following General Holidays falling within any period of his employment.

N.B. -All employees are entitled to have any of these eleven (11) paid holidays, provided they have completed thirty (30) calendar days of employment.

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	
- c) When an employee is required to work on a General Holiday, he will be notified not later than 3:00 p.m. the day previous to the Holiday.
- d) If the Federal or Provincial government declares an additional Statutory Holiday, the Company agrees to pay according to Article No. 10, Section a).

ARTICLE NO. 11 - ANNUAL VACATION WITH PAY

- a) Every employee is entitled to, and shall be granted, a vacation with pay as follows:
 - i) Two (2) weeks' vacation with pay after the completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages for the employee during the year in which he qualified for such vacation.
 - ii) Employees who have completed three (3) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks' vacation with pay in an amount equal to six percent (6%) of the gross wages of that employee during the year in which he qualified for such vacation.

- iii) Employees who have completed six (6) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, four (4) weeks' vacation with pay in amount equal to eight percent (8%) of the gross wages of that employee during the year in which he qualified for such vacation.
 - iv) Employees who have completed ten (10) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks' vacation with pay in amount equal to ten percent (10%) of the gross wages of that employee during the year in which he qualified for such vacation.
 - v) Employees who have completed sixteen (16) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, six (6) weeks' vacation with pay in amount equal to ten percent (10%) of the gross wages of that employee during the year in which he qualified for such vacation.
- b) Vacation schedules will be posted by the Company by February 28 of each year and the employee shall designate their choice of vacation time before March 30. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. All vacations must be taken in the year they are allotted. There will be no carry over. All employee requested shall be recognized, if operating conditions allow, vacations shall be granted on the basis of seniority.
 - c) An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a pro-rated vacation with pay computed on the same percentage of his gross wages during the portion of the year worked.
 - d) Vacation pay will be paid out only at time of vacation. Vacation pay will be paid out on a minimum one-week interval (no one day vacation payouts). There will be a maximum of three (3) vacation payouts in anyone (1) year. All vacation pay will be paid out by December 31 of the year in which the vacation pay was earned.

ARTICLE NO. 12- BEREAVEMENT LEAVE

Every employee is entitled to and shall be granted, in the event of the death of a member of his immediate family, as defined in Section 33 of the Canada Labour Standards Regulations, bereavement leave on any of his normal working days that occur during the three days immediately following the day of the death. The Employer shall grant a leave of absence without pay for time off to attend the service. If the employee must travel 400 kilometers or greater from the base terminal of employment to attend the service, the employee shall receive one additional day of paid leave.

ARTICLE NO. 13 – LEAVES OF ABSENCE

- a) Applications for leave of absence without pay, when in writing, may be granted at the discretion of the Company.
- b) If an employee uses a leave of absence for purposes of taking employment elsewhere, then he shall be considered to have terminated his employment with the Company.
- c) The Employer shall allow time off work, without pay, to any Employee who is serving as a Union delegate to any conference or function, provided all requests for time are made by the Union in writing within thirty (30) days' notice. No Employee who acts within the scope of this clause be discriminated against for so acting.

- d) During an authorized or unpaid Leave of Absence, an Employee shall maintain and accrue seniority.
- e) When the requirements of the Employer's service will permit, any Employee hereunder upon written application to the Employer with a copy to the Union, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union. Under such unpaid Leave, the Employee shall retain and accrue seniority only. Such requests for Leave of Absence shall not be unreasonably denied.
- f) Special Medical Leave - where an Employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off, providing the Employee has requested such time off at least seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellation, and without undo inconvenience to normal operations.

ARTICLE NO. 14- GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later.
- c) When a member starts his work shift at the regular rate, he shall not be paid less than the regular rate for the complete day.
- d) Provided regular shop employees do not lose wages, drivers can be used in the shop during slack seasons, and paid the rate they qualify in.
- e) Wherever possible, overtime shall be distributed evenly considering seniority.
- f)
 - i) All employees shall be entitled to one (1) paid break during both the first half and second half of any shift. When an employee is required to work overtime, he shall be entitled to a paid break after the completion of the straight time shift worked.
 - ii) All employees shall, unless instructed otherwise, take a least one continuous unpaid meal period of not less than thirty (30) minutes. No employee shall be required to take more than a thirty (30) minute meal period.
 - iii) If instructed by proper authority to work during his meal period, such time shall not be deducted from his total hours worked in that day.
- g) The regular hours of work, for employees engaged in operations, shall be nine (9) hours per trip. The Company shall pay at the overtime rate a specified hereafter, for all time driving and working in excess of the regular hours, and shall continue at the overtime rate until a rest period of six (6) hours is provided.
- h) No drivers shall be called for dispatch until they have been off duty eight (8) hours completing a trip.
- i) The Company will provide bulletin boards at its terminals on which the Union may post necessary notices to its members.
- j) The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Stewards, and shall not discriminate against them for lawful Union activity.

- k) Authorized agents of the Union shall have access to the Company's establishment during working hours, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.
- l)
 - i) All employees are subject to a ninety (90) day probationary period during which the Company may terminate employment at its sole discretion and without any notice or pay in lieu of notice.
 - ii) The probationary period may be extended upon mutual agreement between the Company and the Union. Any agreed upon extensions will be made without precedent. The Parties will agree to an acceptable timeline and the specific standards to be met and achieved, against which the Company may exercise its discretion under the provisions of the probationary period.
 - iii) Any discipline rendered or discharged of an employee during the agreed upon extension shall be subject to the grievance procedure.

ARTICLE NO. 15 - NO STRIKE- NO LOCKOUT

- a) During the life of this Agreement, there shall be no lockout by the Company, or any strike, sit-down, slow-down, work stoppage, or suspension of work, (either complete or partial), for any reason, by the Union.
- b) It shall not be a violation of this Agreement, or cause for discipline of any employee in the performance of his duties to refuse to cross a picket line.

ARTICLE NO. 16- VALIDITY OF ARTICLES

- a) If any Articles or Sections of this contract, or any supplement hereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction; or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any supplement thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- b) This Agreement shall not take from the employees any privileges they enjoyed at the signing of this contract, except such as were specifically dealt with in negotiating this Agreement.

ARTICLE NO. 17 - TERMINATION and AMENDMENTS

- a) This Agreement shall be in full force and in effect as of the date of signing and continue in full force and effect through the thirtieth (30th) day of June 2020, and from year to year thereafter, except as hereinafter provided.
- b) Either Party may terminate this Agreement on any anniversary date, by notice in writing to the other Party, not less than ninety (90) days prior to such anniversary date.
- c) Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement.

SIGNED THIS _____ DAY OF _____, 2018.

ON BEHALF OF THE COMPANY:
Mammoet Canada Western Ltd.

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

Derek McEwan, Director of Operations

Wayne Garner, President

Ryan Adams, Business Agent

APPENDIX "A"

HOURS OF WORK, OVERTIME, CLASSIFICATIONS, and WAGE RATES for HOURLY RATED EMPLOYEES OF HEAVY HAUL and THEIR HELPERS RELATED THERETO - OTHER THAN THOSE EMPLOYEES REFERRED TO IN APPENDIX B.

1. a) Regular Hours of Work and Overtime Conditions
Daily maximum – nine (9) hours
Weekly maximum – forty-five (45) hours
 - b) All hours worked in excess of the maximums shall be paid for at the rate of one and one-half (1.5) times.
 - c) All actual training hours shall be paid at regular time regardless of daily and weekly maximums.
 - d) All hours worked on Saturday or Sunday will be paid at one and one-half (1.5) times the applicable hourly rate of pay.
 - e) All hours worked on a General Holiday shall be paid for at the rate of time and one-half (1.5), plus nine (9) hours for the General Holiday which shall be paid for in any event.
2. **Reporting Guarantee** - Notwithstanding the Layover language, when an employee is called, and reports to work and such employee is not put to work the employee so affected shall be entitled to a minimum of four (4) hours pay at the applicable rate of pay. In order to qualify the employee must remain on the jobsite unless otherwise directed by the employer. Where the employee is directed to remain at the jobsite for more than four (4) hours, they shall be paid for the actual time they are required to remain at the jobsite. In order to qualify the employee must remain on the jobsite unless otherwise directed by the employer.
 3. **Wage Classifications** - Employees shall be paid not less than the wage rate for their classification in the area such work is performed.

Classification	Ratification
Superintendent	\$43.48
Supervisor	\$41.11
Foreman* (see LOU 1)	\$32.24
Senior Truck Driver	\$38.75
Truck Driver	\$37.56
Truck Driver Trainee	\$29.61
Picker Truck Driver	\$35.37
Picker Truck Apprentice* (see LOU 2)	\$29.61
Senior Hydraulic Trailer Operator I SPMT Operator	\$38.75
Hydraulic Trailer Operator I SPMT Operator	\$37.56
Hydraulic Trailer Operator Trainee I SPMT Operator Trainee	\$29.61
Senior Labourer	\$27.42
Labourer	\$25.06
Junior Labourer	\$22.30

Fort McMurray

Classification	Ratification
Supervisor	43.48
Truck Driver	41.11
Hydraulic Trailer Operator	41.11
Pilot Car	39.07

Trainee Personnel - Will be assessed every six (6) months or sooner at which time the Company may move the Trainee Personnel to the higher rate if qualified.

Trainee Operator - The Trainee Operator shall be paid according to the wage classification table under Trainee Operator. Increases to the Trainee Operator's wage may be achieved through the company's training program until such time training is successfully completed and the employee achieves the full Trailer Operator rate.

4. **Pay and Work Conditions** - Pay time shall be computed from the time designated when the employee is ordered to report for duty, or registers in, whichever is the later, until he is effectively released from duty.
5. **Yard Rate** - Employees in classifications earning over twenty-eight dollars (\$28.00) per hour, will be paid a yard rate of twenty-eight dollars (\$28.00) per hour for work performed in the yard, washing, orientations performed anywhere other than the client's job site, training, safety meetings, loading and unloading of trailers, load out of equipment including; SPMT's, Scheuerle Trailer components and rigging, Jack and Slide equipment and rigging, Gantry/Tower equipment and rigging and all AE equipment and rigging.
6. **Trailer Configuration Rate** - Employees in classifications earning over thirty-four dollars (\$34.00) per hour, will be paid a trailer configuration rate of thirty-four dollars (\$34.00) per hour for work performed in the yard configuring Scheuerle Hydraulic Platform Trailers only.
7. **Subsistence Allowance** - Each employee who is required to remain away from his place of domicile for sixteen (16) or more hours in any twenty-four (24) hour period, shall receive a subsistence allowance as listed below, for each twenty-four (24) hour period or portion thereof. The following options will apply:
 - Option 1. Each employee will receive a daily allowance per day to cover the cost of lodging.
 - One hundred and fifty (\$150.00)

or

 - Option 2. Each employee will receive a daily meal allowance of:
 - Sixty-five dollars (\$65.00)
8. **Layover** - In the event that drivers are required to layover as a result of unforeseen circumstances during any one (1) round trip or tour away from their home terminals, they shall be compensated for layover time as follows: nine (9) hours at their straight time hourly rate. A Layover day is not a scheduled day off.
9. **Travel Time** - Every employee covered under this Agreement when required to travel will be paid at their applicable rate of pay except when traveling to job sites. Travel for the first one half (1/2) hour will be free, then shall be paid at their straight time hourly rate, for travel thereafter.
10. **AREA 2 – NORTH OF 60TH PARALLEL**

The Company recognizes the Unions' representation in the area North of the 60th parallel should be a permanent place of business be established in the area.

APPENDIX "B"

HEALTH and WELFARE PLAN

1. The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all employees or members of the Union, and eligible dependents coming under the jurisdiction of the Agreement.
2. Any regular employee or member of the Union, who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following sixty (60) calendar days from the date of employment with the Company.
3. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
4. It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
5. The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
6. Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the province in which the employee is domiciled.
7. The cost of the Health Insurance Plan will be paid by the Company.
8. The Company will continue to cover employees who are off ill or on Compensation, for a maximum of twelve (12) months from date of injury or illness.

APPENDIX "C"

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

1. The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.
2. The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee and dependent contractor covered by this Collective Agreement.
3. Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.
4. This payment will be independent and separate from any other payment made to the appropriate Locals.

APPENDIX "D"

PENSION PLAN -TEAMSTERS PRAIRIE PROVINCES PENSION PLAN

1. The Company will contribute for each employee, seven dollars (\$7.00) per hour worked.
2. Contributions and remittances referred to in a) above, shall be remitted monthly by the 15th of the following month to which they refer, together with a form supplied by the Union, which shall provide full instructions.
3. 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 Funds 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 hours of receipt of notification, exclusive of Saturday, Sunday 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.

LETTER OF UNDERSTANDING #1

BETWEEN

MAMMOET CANADA WESTERN LTO. (hereinafter referred to as the Company)

AND

**GERNERAL TEAMSTERS, LOCAL UNION NO.362
for Alberta and Northwest Territories**

Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the Union)

It is agreed that Jack & Slide Supervision progression from one (1) level to the next starting at the Foreman classification to full Supervisor, following six to nine (6-9) months in a previous level, is performance-based and subject to Company discretion. Rates will be as follows:

Foreman:	\$32.24 - minimum starting wage as a Foreman of a Jack & Slide Crew
Level 2 Foreman:	\$34.46
Level 3 Foreman:	\$36.68
Level 4 Foreman:	\$38.90
Supervisor:	\$41.11 - with Management approval and sign off based on Jack & Slide Superintendent recommendation.

SIGNED THIS _____ DAY OF _____, 2018.

ON BEHALF OF THE COMPANY:
Mammoet Canada Western Ltd.

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

Derek McEwan, Director of Operations

Wayne Garner, President

Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN

**MAMMOET CANADA WESTERN LTO.
(hereinafter referred to as the Company)**

AND

**GERNERAL TEAMSTERS, LOCAL UNION NO. 362 for Alberta and Northwest Territories
Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the Union)**

It is agreed that Picker Operator Apprentice Progression from one (1) level to the next, following six to Nine (6-9) months in a previous level, is performance-based and subject to Company discretion. Rates will be as follows:

Picker Operator Apprentice:	\$29.61 minimum starting wage as a full-time apprentice with a class 1 license.
Level 2 Apprentice:	\$31.05
Level 3 Apprentice:	\$32.49
Level 4 Apprentice:	\$33.93
Journeyman Picker Operator:	\$35.37 with the successful completion and passing of Crane and Hoisting Equipment Operator-Boom Truck program at an accredited institution.

SIGNED THIS _____ DAY OF _____, 2018.

ON BEHALF OF THE COMPANY:
Mammoet Canada Western Ltd.

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

Derek McEwan, Director of Operations

Wayne Garner, President

Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #3

BETWEEN

**MAMMOET CANADA WESTERN LTO.
(hereinafter referred to as the Company)**

AND

**GERNERAL TEAMSTERS, LOCAL UNION NO. 362 for Alberta and Northwest Territories
Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the Union)**

RE: Voluntary Layoff

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.

Should the Company require layoffs, qualified senior Employees in the same job classification, may request in writing to take the layoff on a voluntary basis.

The Company will post a notice to the Employees of all available layoffs within forty-eight (48) hours of the layoff(s) occurring. 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. Any Employee choosing the Voluntary Layoff and who would like to return to work must provide the Company a minimum of fourteen (14) days' notice.
- The Employee will confirm all contact information with the Employer prior to leaving on the layoff.
- The Employer will provide a Record of Employment (R.O.E.) coded "A" Laid Off.
- Employees will be advised that no Living Out Allowance (L.O.A.) will be provided during the layoff period.

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

- The senior Member on Voluntary Layoff will be recalled first.
- In case there are more volunteers than positions who put their name forward within the required time frame, the eligible person will be selected based upon their seniority.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
MAMMOET Canada Western Ltd.

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

Derek McEwan, Director of Operations

Wayne Garner, President

Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #4

BETWEEN

**Mammoet Canada Western Ltd.
(hereinafter referred to as the "Employer")**

AND

**General Teamsters, Local Union No. 362
(hereinafter referred to as the "Union" or the "Local Union")
and the members and employees represented by each of them.**

RE: Pension Contributions

The parties agree to cap the contributions to the Teamsters Prairie Provinces Pension Plan (T4P) referenced in Appendix D to a maximum of 45 hours in each calendar week.

The above amendment will be in effect for the term of this collective agreement.

SIGNED THIS _____ DAY OF _____, 2018.

ON BEHALF OF THE COMPANY:
Mammoet Canada Western Ltd.

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

Derek McEwan, Director of Operations

Wayne Garner, President

Ryan Adams, Business Agent