

**WESTERN MASTER CONTRACT HAUL
AND OILFIELD AGREEMENT**

BETWEEN:

PE BEN OILFIELD SERVICES L.P.
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
and
TEAMSTERS LOCAL 213**

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART.

January 1, 2018 – December 31, 2020

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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 - BARGAINING AGENCY

1.01 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.

It is further agreed and understood that wherever the masculine gender is referred to in this Collective Bargaining Agreement, it will also mean the feminine gender, where applicable.

1.02 All work performed on Company premises, excluding office and supervisor staff, shall be carried out by employees of the Company, Members of the Union, where such work is under the control of the Company, providing qualified classified employees are available to do this work, and, in the case of emergency.

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 Oilfield Contract Hauling, and their helpers related thereto.

APPENDIX "B" - Covering hours of work and overtime classifications and rates of pay for Shop Employees.

APPENDIX "C" - Such Plan to provide benefits equivalent to the Prairie Teamsters Health and Welfare Plan.

APPENDIX "D" - Teamsters Industry Advancement Fund

- 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 Agreements, along with signatory Teamster Unions.

In the event that the Company enters into contract work in a remote area, it is understood and agreed that the Company shall enter into an agreement with the signatory Teamsters 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 Company will provide bulletin boards at its terminals, on which the Union may post necessary notices to its members.
- b) 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.
- c) 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.
- d) The Union recognizes the right of the Company to hire whoever they choose, subject to the seniority provisions contained herein. The Company shall however give the Union the equal opportunity to refer suitable applicants for employment. The Company shall however give preference to Union members when additional employees are required.
- e) All persons referred to above will be required to sign authorization for check-off and Initiation Fees, Union Dues, fines and assessments, which may be levied by the Union in accordance with the Constitution and/or Bylaws. Such Check-off shall be irrevocable during the term of this Agreement.
- f) The Company agrees that all employees, owner-operators, and employees of owner-operators, shall be members of the Union as a condition of employment, and all new employees, owner-operators, and employees of owner-operators must become members of the Union prior to commencing employment with the Company, within seven (7) calendar days of employment for the duration of this Agreement, or be replaced. All newly hired employees shall be probationary employees for the first ninety (90) calendar days from date of hire. 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.
- g) 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.
 - 1) The Union will supply the Company with application forms for Union Membership and Dues deduction. The Company agrees that when it hires new Employees, the Company shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same into the Union office.
 - 2) The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly 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 Company 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 twenty-fifth (25th) day of the same 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 Company 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.

Monthly Check-off List will reference;

- New Members; listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations must be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Address change to be updated as well as name changes (i.e. marriage).

If an Employee works anytime during a month, the Company 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.

Failure of the Company to remit to the Union the monies deducted from Employees within two (2) weeks after deductions are made shall give the Union the right to take such action as it deems necessary.

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, 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) Payment will be by direct deposit. The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours worked, either time and one-half (1 ½) or double (2) time, the rate of wages applicable and all deductions made from the gross amount of wages.
- d) 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.
- e) If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one days' 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.
- f) The Company shall make contributions for Health and Welfare in such amounts and under such conditions as are set forth in the appendices hereunto annexed.

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, and to discipline, promote, demote or discharge employees for proper and just cause.
- c) It is understood and agreed that when the Company deems it necessary to discipline or discharge employees, the Company will only rely on discipline from similar or related incidents to apply further progressive discipline, that is no more than twelve (12) months old.
- d) Unless specifically declined in writing, employees will have a Shop Steward or Business Agent present at any disciplinary meeting, or meeting that discipline could arise from. In the event that a Shop Steward is not available, another Member of his/her choosing may attend at the employee's discretion. A failure of this Article may deem any discipline resulting, null and void.

ARTICLE NO. 6 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement thereto, 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 provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

STEP 1 - Any grievance of an employee shall first be taken up between such employee and his immediate supervisor. Such employee will be entitled to attend with a Shop Steward, other Member or Business Agent of their choosing.

Time limit to institute a grievance:

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

STEP 2 - Failing settlement under Step 1, the employee must present his 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 3 - Failing settlement under Step 2, such grievance and any questions, dispute or controversy that is not of the kind that is subject to Steps 1 and 2, the grieving party shall reduce his grievance to writing, and it will be referred to and taken up between a representative of the Union and the Company representative authorized by 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) members appointed by the Company.

- a) If the grievance is not settled at Step 4, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) or Federal Mediation/Conciliation Services 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 Hearing shall be shared equally between Parties.

Should the Parties not reach mutual agreement, the matter will advance to Step 4 of the Grievance Procedure.

STEP 5 - Failing settlement under Step 4, 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 by the Union and by the Company.

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

ARTICLE NO. 7 - RATES OF PAY & JOB CLASSIFICATIONS

- a) Special rates of pay for any new operations, areas, or job classifications, shall be subject to negotiation, provided that the Company shall pay the area rate until the new rate of 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 thirty (30) 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 of an employee, and shall be by terminal.
- b) The principle of seniority, in each terminal, shall be maintained in the reduction and restoration of the working force, providing the senior men are capable of performing the remaining job.
- c) Seniority shall be lost for one or more of the following reasons:
 - 1. voluntary resignation
 - 2. discharge for cause
 - 3. layoff for more than one (1) year
 - 4. failure to return to work after layoff within seven (7) days where the Company has notified the employee by a telephone call to the last known phone number, and failing contact, registered mail at his last known address, to return to work. The Company further agrees to advise the effected Local Union of their intent to recall laid off Employees.
- d) Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new jobs, call-ins or vacancies and except by mutual agreement of the Parties hereto, for the purpose of shift preferential on established shifts. Starting time preference will be given to senior employees on established shifts, and operators of mobile equipment will be given preference. Except where a job or shift has been discontinued, there shall be no job or shift bumping privileges. Senior employees shall be given preference to fill vacancies on differential rated equipment, if qualified.

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 and the time spent to a maximum of two (2) hours at 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 Operator's License, will upon receipt of their doctor's report make it available to the Company for copying. The Company will 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 agrees to supply, at no cost to the employee, two (2) summer and one (1) winter fire retardant coveralls, where required on specified sites. The Company agrees to supply coveralls on an exchange basis to all employees on a worn/damaged basis. The Company shall supply a washer and a dryer at each terminal.
- d) Regular employees will receive a safety clothing allowance of three hundred dollars (\$300.00) per year, on remittance of a receipt for such clothing, which meets CSA approval, and will be worn at work.

ARTICLE NO. 10 - GENERAL HOLIDAYS

- a) Every employee shall be granted Holiday pay of eight (8) hours at work time rate or ten (10) hours if on a compressed work week schedule 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.
- b)

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Canada Day	Christmas Day
Victoria Day	Boxing Day
Civic 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 governments declare an additional Statutory Holiday, the Company agrees to pay according to Article No. 10, Section a).

ARTICLE NO. 11 - ANNUAL VACATION WITH PAY

Every employee is entitled to and shall be granted a vacation with pay as follows:

- a) 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 an amount equal to four percent (4%) of the gross wages of the employee during the year in which he qualified for such vacation.

- b) 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.
- c) 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 an amount equal to eight percent (8%) of the gross wages of that employee during the year in which he qualified for such vacation.
- d) Employees who have completed eleven (11) 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 an amount equal to ten percent (10%) of the gross wages of that employee during the year in which he qualified for such vacation.
- e) Employees who have completed fifteen (15) 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 an amount equal to twelve percent (12%) of the gross wages of that employee during the year in which he qualified for such vacation.
- f) Employees who have completed twenty (20) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, seven (7) weeks' vacation with pay in an amount equal to twelve percent (12%) of the gross wages of that employee during the year in which he qualified for such vacation.
- g) Vacation schedules will be prepared by the Company as far in advance as practicable. All employee requests shall be recognized if operating conditions allow, and vacations shall be granted on the basis of seniority.
- h) 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.
- i) Employees that have booked vacation shall have that vacation paid to them two (2) weeks prior to taking vacation. An employee may ask for vacation pay once only per year and must give four (4) weeks' notice of that request to the Company. All remaining vacation pay will be paid out after the last pay period in December of that current years' earnings. Payment for vacation pay shall be on a separate cheque.

ARTICLE NO. 12 - GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) When death occurs to a member of an employee's immediate family, the employee will be granted upon request, an appropriate Leave of Absence, he shall be compensated at his regular straight time hourly rate, for a maximum of three (3) days. Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather, grandmother, brother-in-law, and sister-in-law. Step-father or step-mother will be recognized provided such step-father or step-mother had that status of the employee's father or mother and further as defined by the Federal Labour Code. The Company reserves the right to request proof of death.
- c) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later.
- d) 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, excluding the area rate changes.
- e) 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.
- f) Wherever possible overtime shall be distributed evenly considering seniority.
- g) Applications for Leave of Absence without pay, when in writing, may be granted at the discretion of the Company.
- h) 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 unless otherwise specified in this Agreement.
- i) The Company will grant 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 appropriate notice of the intention to invoke this clause on behalf of the employee. It is understood that should that Employee elect to return to his former position, they will not be permitted to bump another Employee, but will be the first available for recall.

ARTICLE NO. 13 – LUNCH AND REST PERIODS

All employees shall be allowed to take a fifteen (15) minute rest period, with pay during the first and second half of any shift. Employees will receive an additional fifteen (15) minute break after ten (10) hours of work.

1. All Employees will be allowed a minimum of one half (1/2) hour off, unpaid, to eat their meal on a shift. Such meal period shall commence no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. It is understood that should the Company require a change in the lunch period (30 minutes to an hour, or vice versa), the Company will give the Union a minimum of seven (7) days notice.

No Employee will be required or requested to take any additional unpaid breaks.

ARTICLE NO. 14 – PERSONAL DAYS

Personal days – 4 days off at 4 hours pay per day

All un-used personal days will be paid out on the first pay cheque in January after each contract year. All hours will be paid at regular rate. Employee must be employed with the Company at time of pay out. New employees must complete the ninety (90) day probation period before being eligible for personal days. Personal days are for any Employee to use throughout the year. Such days can be used for sickness of the Employee or their dependents, family requirements, medical appointments, extraordinary school events (ie. Graduation, etc.) or for any other reason. It is understood that, whenever possible, the Employee will give seven (7) days notice.

ARTICLE NO. 15 - NO STRIKE, NO LOCK-OUT

- a) During the life of this Agreement, there shall be no lock-out 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 the Agreement or cause for discipline of any employee in the performance of his duties to refuse to cross a picket line recognized by the Union.

ARTICLE NO. 16 - VALIDITY OF ARTICLES

- a) If any Articles or Sections of this contract, or of any supplement hereto, should be held invalid by operation of law, or by any 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 employee any privileges they enjoyed at the signing of this contract, except as were specifically dealt with in negotiating this Agreement.

ARTICLE NO. 17 - TERMINATION AND AMENDMENTS

- a) This Agreement shall be in full force and effect as of the first (1st) day of January 2018 and continue in full force and effect through the thirty-first (31st) of December 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

Pe Ben Oilfield Services L.P.

ON BEHALF OF THE UNION

General Teamsters Local Union No. 362

Darryl Esch
Senior Vice President & General Manager

Bernie Haggarty
Business Agent, Local 362

Ryan Adams,
Business Agent, Local 362

Justin Roylance,
Business Agent, Local 213

APPENDIX "A"

HOURS OF WORK, OVERTIME, CLASSIFICATIONS AND WAGE RATES, FOR HOURLY RATED EMPLOYEES OTHER THAN THOSE EMPLOYEES REFERRED TO IN APPENDIX "B"

a) **Regular Hours of Work and Overtime Conditions**

Daily maximum - eight (8) hours, or ten (10) hours if on a compressed work week schedule
Weekly maximum - forty (40) hours

All hours in excess of the maximums herein shall be paid for at the rate of one and one-half (1 ½) times.

The work week shall consist of five (5) eight (8) hour days (or four(4) ten (10) hour days if on a compressed work week), equalling forty (40) hours per week. It is understood and agreed that such work days will be consecutive.

It is further understood and agreed that only upon mutual agreement between Employee and Management, can that Employee agree to work on a 4 x 10 schedule.

No Employee's schedule will include both Saturday and Sunday as part of their shift.

All work performed before or after an Employee's regular shift will be considered overtime, and paid for at the applicable rate.

It is agreed that if a shift change is required, the Company will give the Union a minimum of one (1) weeks notice.

b) All hours worked on a General Holiday shall be paid for at the rate of time and one-half (1 ½), plus eight (8) hours for the General Holiday, (or ten (10) hours if on a compressed work week) which shall be paid for in any event.

- c)
1. Any employee reporting to work on a regular work day, shall be paid not less than eight (8) hours wages (or ten (10) hours if on a compressed work week). Should an Employee elect to go home early, and the Company agrees, they will only be entitled to be paid for hours worked, and agree to forfeit the daily guarantee.
 2. Any employee who works on a day that is inconsistent with their regular work days shall be guaranteed four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours pay and if he works in excess of six (6) hours, he shall be guaranteed eight (8) hours pay. Should an Employee elect to go home early, and the Company agrees, they will only be entitled to be paid for hours worked, and agree to forfeit the daily guarantee.
 3. Any employee reporting for duty on a call-back basis shall be guaranteed a minimum of four (4) hours pay at the overtime rate, but after completion of duty he was called for, he may book off with a minimum of two (2) hours pay at overtime rate and two (2) hours pay at regular rate. For the purpose of clarification, a "call-back" is when an Employee has finished his/her shift and is requested or required to return to "on duty" time.

- d) **Driver Subsistence Allowance** - Each employee who is required to remain away from his home terminal for more than sixteen (16) hours in any twenty-four (24) hour period, shall receive a subsistence allowance of fifty-seven dollars (\$57.00) for each twenty-four (24) hour period or portion thereof. When the vehicle is equipped with a sleeper berth, the sleeper berth will be considered reasonable accommodation. In addition, the Company will pay for the reasonable cost of a hotel room upon presentation of a receipt.

Where camp facilities are available, the employee shall receive board and lodging at no cost to the employee.

Highway miles such as Stock Transfers or bid work, may be paid at the mileage rate. All mileage paid highway trips shall be offered on a seniority basis with the principle of forcing the junior person.

Any other Employee requested or required to work out of another location will receive a subsistence allowance of fifty-seven dollars (\$57.00) for each twenty-four (24) hour period or for each twenty-four (24) hour period or portion thereof. In addition to this allowance, the Company will provide suitable accommodation and travel allowance as outlined in the Employment Standards Manual (mileage), if the Employee uses their personal vehicle for travel to and from that location.

- e) ALL WORKERS ARE REQUIRED TO PUNCH IN AND OUT AT ALL TIMES. WITH ANY DISCREPANCY IN PAY PE BEN WILL ALWAYS REFER TO TIME PUNCHED IN AND OUT.

YARD PERSONNEL CALL-IN - Any employee reporting for duty on a call-in basis shall be guaranteed a minimum of four (4) hours pay. If completion of duty is before a two (2) hour period, the employee may book off with a minimum of two (2) hours pay at the call-in rate and will receive two (2) hours pay at the regular rate.

e.g. When an employee is called in on a Sunday morning at 8:00 AM, loads a truck in forty five (45) minutes and the employer agrees the employee can leave. Employee is entitled to two (2) hours call in. If at 10:30 AM the employee is called in, the worker is still working under the first call in until 12:00 PM. If the worker has completed his task prior to 12:00 PM the worker will receive four (4) hours pay. If the worker works after 12:00 PM the worker will be paid for all hours until he clocks out.

- f) **Newly Hired Employees** - It is understood and agreed that a ninety (90) day probationary period will apply to any new employee hired. Probationary rates of pay will be three dollars (\$3.00) per hour less than prevailing rate. Upon completion of probationary period the employee shall receive full rates of pay contained in the Collective Agreement.

- g) **Wage Classifications**

Classification	Current	Jan 1/18	Jan 1/19	Jan 1/20
Picker Trucks - Journeyman	41.72	41.72	41.72	41.72
Picker Trucks - Apprentice	38.68	38.68	38.68	38.68
Winch Trucks	36.15	36.15	36.15	36.15
Highboy/Lowboy – (Tractor)	33.89	33.89	33.89	33.89
Single Axle Truck	31.30	31.30	31.30	31.30
Yard Operators – Crane & Fork Lift	34.89	34.89	34.89	34.89
Swamper - Road / Yard	26.23	26.23	26.23	26.23
Hot Shot Driver	26.52	26.52	26.52	26.52

Mileage Rate:

Jan 1/18	Jan 1/19	Jan 1/20
.35 cents/km	.35 cents/km	.35 cents/km

Lead Hand - will be paid two dollars (\$2.00) per hour more than the applicable rate for each classification.

Trainee Operator - The Trainee Operator shall be paid two dollars (\$2.00) per hour above the Swamper rate for the training period of up to a maximum of ninety (90) days, at which time the rate will be increased to the full Operator's rate.

APPENDIX "B"

COVERING HOURS OF WORK AND OVERTIME CLASSIFICATIONS, AND RATES OF PAY FOR SHOP EMPLOYEES

a) **Hours of Work**

The work week shall consist of five (5), eight (8) hour days, commencing 8:00 a.m. Monday and ending 4:30 p.m. Friday.

Should additional shifts be required, seven and one-half (7 ½) hours work shall constitute the second shift, for which eight (8) hours wages shall be paid. Seven (7) hours work shall constitute the third shift, for which eight (8) hours wages shall be paid. Shift differential shall be paid on straight time shifts at regular rates, and on overtime shifts at applicable overtime rates.

Second and third shifts shall not commence more than one-half (1/2) hour earlier than the end of the previous shift.

Should the Company wish to have a three (3) shift operation, the work week may start at 12:01 a.m. Monday. Any subsequent changes in the work week shall be by mutual agreement.

All work performed before or after an Employee's regular shift will be considered overtime, and paid for at the applicable rate. All overtime must be approved by the Company prior to the work commencing.

b) **Overtime** - All hours worked outside regular hours as outlined in a) above shall be paid for as follows:

1. **Monday to Friday** - first two (2) hours of overtime - time and one-half (1 ½), thereafter double (2) time.
2. **Saturday, Sunday, and General Holidays** - double (2) time for all hours worked.

c) 1. Any employee reporting to work on a regular work day, shall be paid not less than eight (8) hours wages or ten (10) hours if on a compressed work week). Should an Employee elect to go home early, and the Company agrees, they will only be entitled to be paid for hours worked, and agree to forfeit the daily guarantee.

2. Any employee who works on a day that is inconsistent with their regular work days shall be guaranteed four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours pay and if he works in excess of six (6) hours, he shall be guaranteed eight (8) hours pay. Should an Employee elect to go home early, and the Company agrees, they will only be entitled to be paid for hours worked, and agree to forfeit the daily guarantee.

3. Any employee reporting for duty on a call-back basis shall be guaranteed a minimum of four (4) hours pay at the overtime rate, but after completion of duty he was called for, he may book off with a minimum of two (2) hours pay. For the purpose of clarification, a "call-back" is when an Employee has finished his/her shift and is requested or required to return to "on duty" time.

d) **Classifications and Wage Rates**

Classification		Current	Jan 1/18	Jan 1/19	Jan 1/20
Working Shop Foreman		45.49	45.49	45.49	45.49
Heavy Duty Mechanics & Welders		42.89	42.89	42.89	42.89
Automotive Mechanics		38.91	38.91	38.91	38.91
Apprentice Mechanics - First Year - Second Year - Third Year	+ 65% + 75% + 85%				
Trailer Mechanic		37.81	37.81	37.81	37.81
Apprentice 1 st year	+ 85%	32.14	32.14	32.14	32.14
Apprentice 2 nd year	+ 85%	32.14	32.14	32.14	32.14
Partsman		31.89	31.89	31.89	31.89
Apprentice 1 st year	+ 65%	20.73	20.73	20.73	20.73
Apprentice 2 nd year	+ 75%	23.92	23.92	23.92	23.92
Apprentice 3 rd year	+ 85%	27.10	27.10	27.10	27.10

NOTE** Apprentice rates as per the Alberta Apprentices Program

NOTE** Journeyman Mechanic with a welding ticket will be paid three dollars (\$3.00) per hour more than the Heavy Duty Mechanic rate.

e) **Tool Allowance** - A yearly tool allowance for replacement and acquisition of upgraded tools of six hundred and fifty dollars (\$650.00) per contract year payable upon receipt of above noted costs, applicable after employee has completed a ninety (90) day probationary period.

Employee will provide an inventory list, picture of their tools and replacement costs annually. The Company will provide replacement insurance for inventory of tools.

APPENDIX "C"

HEALTH AND WELFARE

1. The Company shall maintain the Prairie Teamsters Health and Welfare Plan (Group Insurance Plan) for all employees within said plans jurisdiction.

Employees who fall within Teamsters Local 213 jurisdiction shall be covered under the Teamsters Local 213 Health and Welfare Plan
2. Any member of the Union who is employed 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 that month in which he became an employee.
3. All new hires shall qualify for Health and Welfare benefits as described in the appropriate schedules contained in the benefits plan document of the appropriate Local Union.
4. The cost of the Plan shall be borne by the Company.
5. Effective January 1, 2003 the Company will cover the total cost of Alberta Health Care.

APPENDIX "D"

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Company agrees to contribute to the Teamsters/Union Industry Advancement Fund for Locals 213 and 362, effective July 1, 1999.

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for every hour for which wages are payable hereunder, for each hourly rated employee of Pe Ben Industries Company Ltd. covered by this Collective Agreement.

Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Local Union.

LETTER OF UNDERSTANDING NO. 1

BETWEEN: PE BEN OILFIELD SERVICES
(Hereinafter referred to as the Employer)

**AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362 AND
TEAMSTERS LOCAL 213**
(Hereinafter referred to as the Union)

RE: Mental Health Awareness

The parties hereto agree that:

The Company and the Union agree that Mental Health education is important for all Parties. To that end the Company will continue to explore the Union's request to partner in support of the CMHA "Safe and Sound" seminars.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY
Pe Ben Oilfield Services L.P.

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

Darryl Esch
Senior Vice President & General Manager

Bernie Haggarty
Business Agent, Local 362

Ryan Adams,
Business Agent, Local 362

Justin Roylance,
Business Agent, Local 213