

WESTERN MASTER CONTRACT HAUL and OILFIELD AGREEMENT

BETWEEN:

WINALTA TRANSPORT
(Division of 4186397 Canada Inc.)
(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
(hereinafter referred to as the Union)
OF THE SECOND PART.

January 1, 2019 – December 31, 2021

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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 - 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 Union employees as enumerated.
- b) All Union 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, their helpers and Yard Personnel related thereto.

Appendix "B" - Health & Welfare Plan

Appendix "C" - Teamsters Union/Industry Advancement Fund

- c) 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.
- d) 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 and yards, 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 whomever it chooses, 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) The Company agrees that all employees shall be members of the Union as a condition of employment, and all new employees, must become members of the Union prior to commencing employment with the Company.

- f) All Employees who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

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

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twenty-fifth (25th) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-Off List will reference any:

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;

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.

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. 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 pay each employee covered by this Agreement, on a biweekly basis.
- c) 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 or double (1½ or 2x) time, the rate of wages applicable, and all deductions made from the gross amount of wages.

- d) If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one (1) 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.
- e) When a payroll error occurs, the Company shall produce all pertinent documentation for employees to clear up the payroll issue.

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, demote or discharge employees for proper cause.

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.

Time limit to institute a grievance:

- a) termination or layoff - ten (10) days
- b) all others - thirty (30) 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 question, 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 – If the grievance is not settled at Step 3, the parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (CJGP) to render a decision. The parties agree that such decision will be binding however will not set precedent in any future grievance regarding the same issue. The cost of the Panel Hearing shall be shared equally between the parties.

Should the parties not reach a mutual agreement; the matter may be advanced to Step 5 of the grievance procedure.

STEP 5 - Failing settlement under Step 3, 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, 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 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 Registered Mail at his last known address, to return to work.
 - 5. voluntary Leave of Absence, excluding Compassionate Leave, extending beyond six (6) months.
- d) Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new jobs 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 presence 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 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 agrees to supply, at no cost to the employee, 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.
- d) Regular employees will receive a safety clothing allowance of two hundred dollars (\$200.00) 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, on each of the following General Holidays falling within any period of his employment.

All Highway Drivers will receive ten (10) hours pay.

N.B. - All employees are entitled to have any of these ten (10) paid holidays, provided they have completed thirty (30) calendar days of employment.

- b)

New Year's Day	Civic Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Christmas Day	Boxing 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 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

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

- a) Two (2) weeks vacation with pay after each year of completed service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the wages for the employee during the year in which he qualified for such vacation.

- b) 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, three (3) weeks vacation with pay in an amount equal to six percent (6%) of the wages of that employee during the year in which he qualified for such vacation.
- c) Vacation schedules will be prepared by the Company as far in advance as practicable. All employee requests shall be recognized, if operating conditions allow, vacations shall be granted on the basis of seniority.
- d) 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.
- e) Vacation pay will be paid when requested by the employee, at the time vacation is taken and/or in the last pay period of the year. Vacation payment requests must be equivalent to a minimum of the one (1) day of wages and be made a minimum of seven (7) days prior to the next pay date, otherwise it will be paid on the next scheduled pay date.

ARTICLE NO. 12 - GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) ***Bereavement Leave*** - When death occurs to a member of an employee's immediate family, the employee will be granted upon request, an appropriate leave of absence, and if he attends the funeral he shall be compensated at his regular straight time hourly rate, for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, for a maximum of three (3) days. Members of the employee's family will be as specified in the Canada Labour Code.
- 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 rates covered in Appendix "A" 2 "b").
- e) Wherever possible, overtime shall be distributed evenly considering seniority.
- f) Applications for leave of absence without pay, when in writing, may be granted at the discretion of the Company.
- g) 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.
- h) All employees will be paid for all time spent in the employ of the Company.

ARTICLE NO. 13 - 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 recognized by the Union.

ARTICLE NO. 14 - 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 such as were specifically dealt with in negotiating this Agreement.

ARTICLE NO. 15 - HEALTH & WELFARE

- a) When an employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare premiums and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Company shall deduct from his earnings any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.
- b) The employee shall be notified when he is three (3) months in arrears, and the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) Parties.

ARTICLE NO. 16 - TERMINATION and AMENDMENTS

- a) This Agreement shall be in full force and effect as of the first (1st) day of January, 2019, and continue in full force and effect through the thirty-first (31st) day of December, 2021, 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 _____, 2020

ON BEHALF OF THE COMPANY:

Winalta Transport Ltd.

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Justin Paul, Vice-President &
General Manager

Rick Prouty, Business Agent

Kim Glenn, Director Human Resources,
TransForce Inc.

Mary Snyder, Business Agent

APPENDIX "A"

HOURS OF WORK, OVERTIME, CLASSIFICATIONS, and WAGE RATES for HOURLY RATED EMPLOYEES OF MOBILE EQUIPMENT in OILFIELD and CONTRACT HAULING, THEIR HELPERS and YARD PERSONNEL.

1) **Regular Hours of Work and Overtime Conditions as follows:**

Classifications		Standard Hours After Which Overtime is Payable	
		Daily	Weekly
I.	Highway Drivers	10	45
II.	Non-driving Personnel	8	40

- a) All hours worked in excess of the maximums shall be paid for at the rate of one and one-half (1½) times.
- b) All hours worked on a General Holiday shall be paid for at the rate of time and one-half (1½), plus eight (8) hours for the General Holiday which shall be paid for in any event.
All Highway Drivers will receive ten (10) hours pay
- c) Reporting Guarantee - When an employee is called, and reports for duty, on his regular scheduled work day he shall be guaranteed a minimum of four (4) hours work and/or pay. If he works in excess of four (4) hours, he shall be guaranteed eight (8) hours work or pay (or in the case of Highway Drivers they will receive ten (10) hours work or pay).
- d) Call-out and Call-back – Any employee who is called out to work on an overtime day, 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.

Any employee reporting for duty on a call-out or 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.

2) Rates of pay and Classifications

Classifications	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2%	1.25%	1%
Picker Trucks Operator	37.87	38.34	38.72
Winch Truck Operator	35.03	35.47	35.82
Straight Truck Operator	32.74	33.15	33.48
Fork Lift Operator	33.28	33.70	34.04
Swamper	24.76	25.07	25.32
Pipe Yard Laborer	23.94	24.24	24.48

2019 Signing Bonus: All active employees will be paid a one-time lump sum signing bonus of three hundred dollars (\$300.00) on the first pay following ratification.

- a) Apprentice Picker Operators will be paid two dollars (\$2.00) less than established Picker Operator rate. Upon completion of apprenticeship the employee shall receive full rates of pay contained in the Collective Agreement.
- b) For Drivers, all non-driving time related to miscellaneous activity such as washing equipment, truck repairs, etc. will be paid at rate equal to the Pipe Yard Labourer Classification.
- c) 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 two dollars (\$2.00) per hour less than prevailing rate. Upon completion of probationary period the employee shall receive full rates of pay contained in the Collective Agreement.
- d) Where the company chooses to designate a Lead Hand position in the yard, they will be paid two dollars (\$2.00) per hour more than the Forklift Operator rate.
- e) For each employee who is required to remain away from his home terminal on an overnight basis, the Company will pay for the reasonable cost of a hotel room and meals upon presentation of a receipt(s). Where camp facilities are available, the employee shall receive board and lodging at no cost to the employee.
- f) YARD PERSONNEL – in cases, where the company requires employees to remain on call and available for weekends and/or long weekends and the employees receive no call outs during the designated period, the employee(s) will be paid two (2) hours per day at the regular rate of pay.

APPENDIX "B"

HEALTH and WELFARE PLAN

The Company shall continue the current Health & Welfare Plan as it currently exists for members of the Union employed by the Company subject to the following:

1. Life, AD & D and Long Term Disability Premiums will be paid by the Employee.
2. Dental and Extended Health coverage – effective January 1, 2011 the premiums will be paid 75% by the Employer and 25% by the Employee.

The employees will have the option of declining Dental Care and Extended Health coverage, provided they are covered elsewhere and provide proof of such coverage to the Company.

APPENDIX "C"

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Company agrees to contribute to the Teamsters Union/Industry Advancement Fund effective January 1, 2011.

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 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.

APPENDIX "D"

Effective the first pay in July 2019, the Company agrees to participate in the Teamsters Pension Plan.

A. Regular hourly rated employees – Local 362

Eligibility

Regular hourly rated employees who have completed one (1) year of service with the Company will participate in the Teamsters Prairie Provinces Pension Plan. Contributions will begin on the 1st of the month following the employees one (1) year anniversary. The Company will contribute the following amounts:

July 1st, 2019 - \$0.35 per hour for each hour for which wages are payable

July 1st, 2020 - \$0.50 per hour for each hour for which wages are payable

July 1st, 2021 - \$0.75 per hour for each hour for which wages are payable

- B. Contributions and remittances referred to in A above shall be remitted monthly by the twentieth (20th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.

LETTER OF UNDERSTANDING #1

BETWEEN: WINALTA TRANSPORT
(Division of 4186397 Canada Inc.)
(Hereinafter referred to as the "Company")

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

RE: PREFERENTIAL DISPATCH

During bargaining, the Union raised the issue with the Company in regards to Company drivers being given preferential dispatch before Owner Operators. The Company agrees that it will endeavor to dispatch Company drivers first, when possible. Considerations must first be taken into account for hours of service, customer requirements, equipment and /or training.

SIGNED THIS _____ DAY OF _____, 2020

ON BEHALF OF THE COMPANY:
Winalta Transport

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

Justin Paul, Vice-President &
General Manager

Rick Prouty, Business Agent

Kim Glenn, Director Human Resources,
TransForce Inc.

Mary Snyder, Business Agent