

HEAVY HAUL AGREEMENT

BETWEEN

**SARENS CANADA INC.
(hereinafter referred to as the Company)
OF THE FIRST PART**

AND

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the Union)
OF THE SECOND PART**

July 3, 2020 – June 30, 2021

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	6
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	8
ARTICLE NO. 12 – LEAVES OF ABSENCE	8
ARTICLE NO. 13 - GENERAL WORKING CONDITIONS	9
ARTICLE NO. 14 - NO STRIKE -NO LOCKOUT	10
ARTICLE NO. 15 - VALIDITY of ARTICLES	10
ARTICLE NO. 16 - HEALTH & WELFARE and PENSION PROTECTION	10
ARTICLE NO. 17 - TERMINATION and AMENDMENTS	10
APPENDIX "A".....	12
APPENDIX "B"	14
APPENDIX "C"	15
APPENDIX "D"	16
LETTER OF UNDERSTANDING #1	17
LETTER OF UNDERSTANDING #2	18

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 numerated.
- 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 Heavy Haul, and their helpers related thereto, including all field personnel with the exception of shop employees.
 - Appendix "B"** - Prairie Teamsters Health and Welfare Plan
 - Appendix "C"** - Teamsters Union/Industry Advancement Fund
 - Appendix "D"** - Teamsters Prairie Provinces Pension Plan (T4P)
- 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.
- 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 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;
 - 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 weekly, 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.

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.

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.

- 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 or her 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 (1) days' pay or more, he or she 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 or her time card or pay claim, or does not turn them in immediately on completion of his or her trip or tour, any pay so affected will be included with the next regular pay period.
- f) When a payroll error occurs, the Company shall produce all pertinent documentation for employees or Owner/Operators 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, 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 Manager 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 or her immediate Supervisor.

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 or 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 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 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 working force, subject to the Employer's assessment of the employee's competency and qualifications.
- d) The Parties acknowledge that the nature of the industry is such that time of intermittent work shortages do exist, and as such the Employer agrees to make all reasonable efforts during these times to ensure that Employees can be provided with continued opportunity of employment.
- e) 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.
- f) 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.
- g) 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.
- h) **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 qualification the member will be required to attain in order to be considered for assignment of 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.

- i) Seniority shall be lost for one or more of the following reasons:
 - i) Notice of voluntary resignation
 - ii) Discharge for cause
 - i) Layoff for more than 180 calendar days
 - ii) Failure to return to work after layoff within seven (7) days of an Employer's notice of recall delivered to the last known address, or by phone call (documented in a manner agreed to by the Parties) 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, the Company will reimburse the driver full cost of such physical examination upon presentation of a receipt showing the driver has paid for, and passed, 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 or she 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 follow the COAA's Canadian Model for Providing a Safe Workplace respecting Drug and Alcohol testing and re-integration procedures in the event an Employee tests non-negative.
- d) The Company will provide employees with all required Personal Protective Equipment, with the exception of work boots, and replace said equipment when an employee presents a worn out or damaged piece of equipment for replacement.
- e) The Company will provide employees with an annual two-hundred and seventy-five-dollar (\$275.00) boot allowance. In order for an employee to claim the boot allowance, they must present the Company with an itemized receipt showing payment under their name and provide proof to the Company that the purchased boots meet proper Health and Safety standards. Employees may only use the boot allowance to purchase one (1) pair of boots and will only be reimbursed for the actual value of the boots up to the maximum amount.

ARTICLE NO. 10 - GENERAL HOLIDAYS

- a) Every employee shall be granted Holiday pay in an amount equal to four percent (4%) of their gross wages, paid out weekly. Employees are eligible for Holiday pay immediately upon being hired.

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

When an employee is required to work on a General Holiday, he or she will be notified not later than 3:00 p.m. the day previous to the Holiday.

ARTICLE NO. 11 - ANNUAL VACATION WITH PAY

- a) Every employee is entitled to, and shall be granted, a vacation with pay as follows:
 - i) Three (3) weeks' vacation with pay in an amount equal to six percent (6%) of the gross wages of that employee, paid out weekly.
 - ii) Employees who have completed eight (8) 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 or she qualified for such vacation.
 - iii) 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, 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 or she qualified for such vacation.
- b) 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.
- 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 or her gross wages during the portion of the year worked.

ARTICLE NO. 12 - 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 or she shall be considered to have terminated his or her 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. 13 - GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) 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.
- c) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later. However, if an employee receives a break of less than eight (8) hours prior to commencing his or her next shift, the employee shall be paid overtime until the employee receives an eight (8) hour break. Notwithstanding the provisions outlined in this Section, employees and the Company must always abide by the Driver's Hours of Service Regulations.
- d) When a member starts his or her work shift at the regular rate, he or she shall not be paid less than the regular rate for the complete day (excluding the area rate changes) except for the application of the yard rate and trailer configuration rate.
- e) Provided regular shop employees do not lose wages, drivers or Owner Operators 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) Subject to Article No. 13 c), when twilight hours are dictated, and the employee has to wait with a load until it is legally permissible to move the load further, the hours spent waiting will be paid.
- h) 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.
- i) 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.

Any discipline rendered or discharged of an employee during the agreed upon extension shall be subject to the grievance procedure.
- j) When an employee is required to use their own vehicle for business purposes, the Company will pay to the employee a rate of fifty-one cents (\$0.51) per kilometer, subject to change based on the Treasury Board of Canada's kilometer rate.
- l) When an employee is required to travel for work or training purposes, the employee shall be paid eight (8) hours of straight time per day that they are required to travel, regardless of the actual amount of time spent traveling.
- m) When an employee is required to travel outside of Canada, they will be paid a meal allowance rate based on the Treasury Board of Canada's meal allowance rates for the location in which they are staying.
- n) The Company will provide bulletin boards at its terminals on which the Union may post necessary notices to its members.

- o) 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.
- p) 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.

ARTICLE NO. 14 - 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. 15 - 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 employees any privileges they enjoyed at the signing of this contract, except such as were specifically dealt with in negotiating this Agreement.

ARTICLE NO. 16 - HEALTH & WELFARE and PENSION PROTECTION

- a) When an employee goes off work ill, or on Compensation, or a grievance is invoked on his or her discharge, the Company shall continue to pay his or her Health and Welfare premiums, Pension remittance, 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 or her deficit, and upon so doing he or she will be eligible for a further three (3) months protection. When an employee returns to work, the Company shall deduct from his or her 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 or her 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 or she 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. 17 - TERMINATION and AMENDMENTS

- a) This Agreement shall be in full force and effect as of the third (3rd) day of July 2020, and continue in full force and effect through the thirtieth (30th) day of June 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 7 DAY OF October, 2020.

ON BEHALF OF THE COMPANY:
Sarens Canada Inc.



Kim Ashley, Human Resources Manager

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



Tony Atkins, Business Agent

APPENDIX "A"

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

- 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 (1½) times.
 - c) All work done on Saturday or Sunday will be paid at one and one-half (1½) times the hourly rate.
 - d) All hours worked on a General Holiday shall be paid for at the rate of time and one-half (1½).
- 2) **Reporting Guarantee** - When an employee is called, and reports for duty, on his or her regular scheduled work day he or she shall be guaranteed a minimum of four (4) hours work and/or pay.
- 3) **Wage Classifications** - Employees shall be paid not less than the wage rate for their classification in the area such work is performed.

CLASSIFICATION	July 3, 2020
Supervisor	\$44.34
Lead Hand	\$41.16
Trailer Operators	
Senior Trailer Operator	\$40.84
Trailer Operator	\$40.22
Junior Trailer Operator	\$34.22
Trailer Operator Trainee	\$27.12
SPMT/SPT Operators	
Senior SPMT/SPT Operator	\$40.80
SPMT/SPT Operators	\$40.22
Junior SPMT/SPT Operators	\$34.22
SPMT/SPT Operator Trainee	\$27.12
Drivers	
Prime Mover	\$40.80
Pull Truck	\$40.22
Pull Truck Trainee	\$34.22
Push Truck	\$27.12
Picker Truck- Journeyman	\$40.22
Picker Truck- Non-Journeyman	\$34.12
Rigger	\$27.12
Pilot Car Driver	\$25.25
Labourers	
Senior Labourer	\$27.12
Labourer	\$24.40
Junior Labourer	\$21.69
Foreman	\$29.92
Yard	
Yard Rate	\$28.00
Trailer Configuration Rate	\$34.00

- 4) **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, and safety meetings.
- 5) **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 trailers.
- 6) **Drivers**
- a) All drivers will start in a push truck position, unless they are experienced in the industry and the Company is satisfied after a competency assessment that they are at a higher rate/classification. The Company will decide at its sole discretion at which rate to start new employees.
 - b) A driver may move to a higher rate/classification after completing hours of service and a competency assessment to be determined by the Company at its sole discretion. Drivers will be informed in writing of the requirements, which the Company may change at its sole discretion.
- 7) **Trailer Operators and SPMT/SPT Operators**
- a) All operators will start in a trainee position, unless they are experienced in the industry and the Company is satisfied after a competency assessment that they are at a rate/classification level. The Company will decide at its sole discretion at which rate to start new employees.
 - b) An operator may move to a higher rate/classification after completing hours of service and a competency assessment to be determined by the Company at its sole discretion. Operators will be informed in writing of the requirements, which the Company may change at its sole discretion.
- 8) **Lead Hand/ Supervisor** - Employees will be promoted to Lead Hand or Supervisor positions based solely on their competency and skills to handle the position at the Company's sole discretion.
- 9) **Subsistence Allowance** - Each employee who is required to remain away from his or her place of domicile, will receive one of the following, depending on the circumstances and at the Company's discretion:
- Subsistence allowance at a flat rate of one hundred and fifty dollars (\$150.00) a night when they are required to sleep in their truck; or
 - Camp facilities, in which case the employee shall not receive any subsistence pay; or
 - Room and Board to be supplied at no cost to the employee; or
 - Room and sixty dollars (\$60.00) per day.
- 10) **Meal Allowance** - a meal allowance will be paid as follows:
- If required to work more than twelve (12) hours unplanned per day, the employee will be provided with a hot meal or a thirty-dollar (\$30.00) meal allowance.
 - If any subsistence allowance is being paid as per the above, the meal allowance shall not be paid.
- 11) 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 the duty he or she was called for, he or she may book off with a minimum of two (2) hours pay.

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 this 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 for 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.
- 9) The parties agree that if an employee's application for benefits under the Prairie Teamster Health and Welfare Plan is denied by the plan administrator, any dispute or appeal arising from the denial of the employee's application for benefits is a dispute solely between the plan administrator or the insurer and the employee and as such it may not be the subject of a grievance under this Agreement and may not be advance or resolved through the grievance and arbitration provisions contained in this Agreement.

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

- 1) The Company will contribute four dollars and fifty cents (\$4.50) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan (T4P).
- 2) Contributions and remittances referred to above, shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.
- 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 Fund shall be dealt with as follows;
 - a) The Union will advise the Company, in writing, of any delinquency.
 - b) If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 - c) In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

LETTER OF UNDERSTANDING #1

BETWEEN: SARENS CANADA INC.
(Hereinafter referred to as the Company)

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

The Parties hereto agree that any work performed for any contractor who is signatory to the Teamsters Mainline Pipeline Agreement shall be reported in writing, by fax or by mail, to General Teamsters Local Union No. 362 Edmonton office on a monthly basis. Any loads not reported will be subject to the Grievance Procedure contained in this Agreement.

SIGNED THIS 1 DAY OF October, 2020.

ON BEHALF OF THE COMPANY:
Sarens Canada Inc.



Kim Ashley, Human Resources Manager

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



Tony Atkins, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: SARENS CANADA INC.
(Hereinafter referred to as the Company)

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

RE: Pension Contributions

The parties agree to cap the contributions to the Teamsters Prairie Provinces Pension Plan (T4P) referenced in Article No. 4 f) 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 1 DAY OF October, 2020.

ON BEHALF OF THE COMPANY:
Sarens Canada Inc.



Kim Ashley, Human Resources Manager

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



Tony Atkins, Business Agent