

**WESTERN MASTER CONTRACT HAUL
AND OILFIELD AGREEMENT**

BETWEEN:

MYKYTE TRANSPORTATION SERVICES, INC.
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART.

January 1, 2022 – December 31, 2024

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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 Union 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, and their helpers related thereto.

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

APPENDIX "C" - Teamsters Union/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 a bulletin board, on which the Union may post necessary notices to its Union 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) The Employer must 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 must deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union by means of electronic funds transfer (EFT) 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).

The Employer must, 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, and date of hire.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire;
- Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

- 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. The Union will supply the Company with application forms for Union membership, and dues deduction authorization forms, which shall be signed by all new employees, owner-operators, and employees of owner-operators on the day on which he is hired. All completed copies of application for Union membership forms shall be returned to the Union, and shall serve as notification of the commencement of employment.

Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union checkoff, before same is mailed to the Union Office. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month of employment until the Local Union Initiation is fully paid.

- g) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Local Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Local Union's Constitution and/or By-Laws.
- h) The Local Union will forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Local Union.

ARTICLE NO. 4 - PAYMENT OF WAGES

- a) The Company shall pay wages to every Union 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.

The Company shall on the last working day of each month, pay each Leased Operator covered by this Agreement, all monies earned by the Leased Operator for the prior month 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 overtime hours worked, either time and one-half (1 ½) 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 pay such balance as may be properly due to owing such employee for said pay period. Such balance then will be deducted from the Leased Operator.
- 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 progressive discipline, promote, demote or discharge employees for proper and just 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 - 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.

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 – DISCIPLINE

- a) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the employee is entitled to have, at their request, their choice of an available representative of the Local Union in attendance. The employee and the Local Union representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the employee will be given the opportunity to provide a full explanation as part of the investigation hearing. In those cases where the employee declines to have a representative of the Local Union in attendance, the Employer will notify the Local Business Representative.

- b) An employee will receive a copy of any disciplinary record placed on their file, including reprimands, with a copy to the Local Union Office. The incident causing such disciplinary action will not be taken in account to compound other disciplinary action taken against the employee if there has not been a similar incident in the previous twelve (12) months. For the purpose of this Article, "similar" will be defined in two (2) categories: Attendance related and Work Performance related.
- c) All penalties and reprimands must be issued to the employee within seven (7) days (excluding Saturdays, Sundays and General Holidays) from the time the Infraction(s) became known, or such penalties and reprimands shall become null and void. A written copy of the said reprimand will be forwarded to the Union. Extensions may be requested by the Company pending investigation and such extension will not be unreasonably denied.

The severity of the discipline will be determined by the Employer, including consideration of the circumstances of the case and the seriousness of the incident. Progressive discipline will normally include, but not be limited to, the following steps:

1. First Offence (Verbal Written Warning)
2. Second Offence (Written Recorded Warning – 1ST)
3. Third Offence (Written Recorded Warning – 2nd)
4. Fourth Offence (Suspension up to and including Termination)

- d) Upon request, employees will be permitted to review their personal file.

ARTICLE NO. 8 - 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. 9 – UNION SENIORITY

- a) Union Seniority shall be based on the length of continuous service of an employee, and shall be by terminal.
- b) The principle of Union 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. 10 - 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 Operator's 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 and fifty dollars (\$250.00) per year, on remittance of a receipt for such clothing, which meets CSA approval, and will be worn at work.

ARTICLE NO. 11 - 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 employees are entitled to have any of these twelve (12) 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	Truth and Reconciliation 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. 12 - 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) 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.
- g) 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.
- h) Vacation pay will be paid on every cheque at the appropriate percentage rate.

ARTICLE NO. 12 - GENERAL WORKING CONDITIONS

- a) Employees injured on the job will be paid for the full day.
- b) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later.
- c) When a member starts his work shift at the regular rate, he shall not be paid less than the regular rate for the complete day.
- d) Wherever possible overtime shall be distributed evenly considering seniority.

- e) Applications for Leave of Absence without pay, when in writing, may be granted at the discretion of the Company.
- f) 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.

ARTICLE NO. 13 – LEAVES of ABSENCE

- a) The Employer will allow time off work, without pay, to any employee who is serving as a Local Union delegate to any conference or function, provided all requests for time are made by the Union in writing within seven (7) days' notice. No Employee who acts within the scope of this clause will be discriminated against for so acting.
- b) During an authorized or unpaid Leave of Absence, an Employee will maintain and accrue seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Local Union Office, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Local Union Office, for a period of up to thirty (30) calendar days. Under such unpaid Leave, the Employee will retain and accrue seniority only. Such requests for Leave of Absence will not be unreasonably denied.
- d) Such Leave may be extended for an additional period of up to thirty (30) calendar days, without pay, when approved by both the Employer and the Local Union Office, in writing, and seniority will accrue during such extension. Such request for extension must be made in writing at least seven (7) calendar days prior to the expiration of the original leave.
- e) Any Employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Local Union will forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she will no longer be considered an Employee of the Employer.
- f) An Employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An Employee who is hired by the Local Union will be granted an unpaid Leave of Absence from the Employer for a period not to exceed three hundred and sixty five (365) calendar days. The Employee will continue to accrue seniority during such Leave. At the expiration of the three hundred and sixty five (365) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least ten (10) working days in advance, and the Employer must reply to the said Leave of Absence within five (5) working days of the request.

- i) Jury Duty - All time lost by an Employee on his regular work day due to necessary attendance on any court proceedings when subpoenaed as a witness or juror will be paid for at the rate of pay applicable to said Employee. Once an Employee is released from witness duty, he/she will be returned to the job classification and pay rate they were on, prior to such duty. All witness payments received by the Employee from courts or otherwise will be reimbursed to the Employer, by endorsement of witness fees to the Employer. The Employee must be returned to his/her regular assignment that he/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No Employee's work or shift will be changed to avoid payment as set out above and the above.

In the event an Employee is subpoenaed to attend court on his/her day off, on Employer related business only, the Employer will reschedule that employee's shift.

- j) Maternity Leave - will be as defined and outlined in the Canada Labour Code. The Employee will give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence the Leave. Where an Employee intends to resume her employment with the Employer upon expiration of the Leave, the Employer will reinstate her to her former position at not less than the same wages and benefits.

In the event the employee wishes to extend her Maternity Leave, she will be granted a Leave of Absence without pay for a period not to exceed sixty (60) calendar days, provided that the employee provides the Employer for the foregoing four (4) weeks written notice of her intention to do so and stating her intended date of return to work.

- k) Paternity Leave - an Employee whose partner has given birth will be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Upon request, an employee will be granted an additional three (3) days Leave without pay to be taken in conjunction with the foregoing.
- l) Marriage Leave - The Employer will grant, upon written request, up to five (5) consecutive unpaid days off for an Employee to attend his/her own wedding.
- m) 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 will 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.

n) PERSONAL LEAVE /SICK DAYS

All employees will be granted five (5) personal days per year. Employees who have completed their probationary period will be paid eight (8) hours pay for each of the first three of the five personal days per year. The employer may, in writing and no later than fifteen (15) days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

The request for leave must be given to the employer as soon as practicable and must advise the employer of the period or expected period of the leave.

Sick days to be accrued as per Federal code.

o) **BEREAVEMENT LEAVE**

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request, an appropriate Leave of Absence, of five (5) days, of which they will receive pay for three (3) days. The Member shall be compensated at their regular straight time hourly rate. The Member will also receive any other benefits entitled to them under the Federal Canadian Labour Code. If funeral is out of Province, add one (1) extra day.

The employee's immediate family is as follows: spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner, the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

"Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year immediately before the individual's death.

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

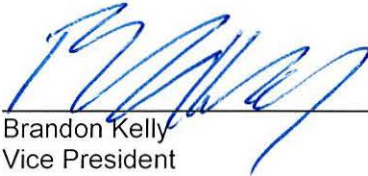
ARTICLE NO. 16 - TERMINATION AND AMENDMENTS

- a) This Agreement shall be in full force and effect as of the first (1st) day of January 2022 and continue in full force and effect through the thirtieth (31th) day of December 2024, 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 15 DAY OF March, 2022

ON BEHALF OF THE COMPANY
Mykyte Transportation Services, Inc.




Brandon Kelly
Vice President

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



Chance Hrycun
Vice President & Business Agent



Clint Campbell
Business Agent

APPENDIX "A"

HOURS OF WORK, OVERTIME, CLASSIFICATIONS AND WAGE RATES, FOR HOURLY RATED EMPLOYEES OF MOBILE EQUIPMENT IN OILFIELD AND CONTRACT HAULING, AND THEIR HELPERS RELATED THERETO - OTHER THAN THOSE EMPLOYEES REFERRED TO IN APPENDICES

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

Daily maximum - eight (8) hours
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.

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, which shall be paid for in any event.

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.

d) **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 as listed below, for each twenty-four (24) hour period or portion thereof. In addition, the Company will pay for the reasonable cost of a hotel room upon presentation of a receipt.

January 1, 2022 \$65.00

e) **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.

f) **Wage Classifications**

The Company and the Union agree to meet on or about November 1 during each year of the Agreement to discuss a wage renegotiation. If the Parties cannot agree on wage rates the wage renegotiation will be subject to Article No. 6 of this Collective Agreement. Where a wage increase is agreed upon or decided through use of Article No. 6 the increase will be effective January 1 of the following year.

Classification	Jan 1/21
Picker Trucks – over 40 Tons	39.36
Picker Trucks - over 20 Tons	37.84
Winch Trucks	34.11
Highboy	32.80
Low Boy	35.96
1 Ton Hot Shot Driver	26.80
Swamper - Truck	23.79
Pilot Car Driver	26.80

APPENDIX "B"

HEALTH AND WELFARE

1. The Company shall maintain a Group Insurance Plan equivalent to the Prairie Teamsters Health and Welfare Plan (Group Insurance Plan) for all employees within said plans jurisdiction.
2. All new hires shall qualify for Health and Welfare benefits after a 3 month waiting period.
3. The cost of the Plan will be on hundred percent (100%) borne by the Company.

APPENDIX "C"

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Company agrees to contribute to the Teamsters/Union Industry Advancement Fund for Local 362, effective January 1, 2013.

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 Mykyte Transportation Services, Inc. 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.