

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**FORT MCKAY ALCOR LIMITED PARTNERSHIP**  
(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 4, 2023 – May 31, 2024

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## **PREAMBLE**

It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate, individually and collectively for the advancement of conditions.

## **PURPOSE**

It is the intent and purpose of the Parties hereto that this Agreement shall promote and improve harmonious labour relations and facilitate the peaceful adjustment of differences between the Company and the employees covered by the terms and provisions of this Agreement.

## **ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT**

This Agreement shall apply to all employees working as Bus Drivers whose primary duty is to transport people to the job site and return.

- 1.01 This Agreement shall apply to all Union employees working as Bus Drivers whose primary duty is to transport employees for the Oilsands Industry.
- 1.02 The Parties recognize the right of all Union employees to work in an environment free from harassment, sexual or otherwise, as outlined by Company Policy.
- 1.03 Dispatchers, Safety Supervisors or Management will not perform bargaining unit work and will only be used in the case of an emergency.

## **ARTICLE NO. 2 - UNION SECURITY**

- 2.01 The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company classified as bus drivers. The Alberta Labour Relations Board has issued Certification Number C2047-2022 that applies to this Collective Bargaining Agreement.
- 2.02 It is agreed that as a condition of employment, each regular and part-time employee shall become and remain, a Member in good standing of the Union.
- 2.03
  - a) 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.
  - b) The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for Membership cards prior to commencing work and mail same into the Union office.

The Company 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 Company shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) 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 Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, and date of hire.

It shall be the duty of employees to notify the Company and the Union promptly of any change of address. If an employee fails to do this, the Company will not be responsible for failure to reach such employee.

The Monthly Check-Off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code and 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) as provided by the employee;

If an employee works anytime during a month, the Company assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary employees included.

### **ARTICLE NO. 3 - REGULAR EMPLOYEES**

- 3.01 Have completed their probation period and joined the Union.
- 3.02 Have made themselves available to the Company for full-time employment under this Agreement. Full-time employment means any Bus Drivers who are scheduled for a minimum of two (2), four (4) hour trips per day.
- 3.03 All extra work will be assigned by seniority to all employees who are qualified and who have signed up for extra work. Overtime will be paid for all hours worked in excess of the Hour Averaging Agreement. The Company maintains the right to assign work to employees who have not yet fulfilled the hours in the Averaging Agreement, so as to limit the amount of overtime paid. The Company will post the list for extra work in the driver's room and make it available to all employees to sign up.

### **ARTICLE NO. 4 - PART-TIME DRIVERS**

- 4.01 Has completed their probationary period and has indicated their desire to become a Regular Driver.
- 4.02 Will not be used to deprive regular employees of their regularly scheduled hours.
- 4.03 Will be carried on a separate Part-time Drivers' Seniority List in the Terminal and will be scheduled by seniority.
- 4.04 Will be given the opportunity to become a Regular Driver in accordance with their seniority when it is determined that a Regular Drivers vacancy exists in accordance with Article No. 3 of this Agreement and will be placed at the bottom of the Regular Seniority List. The Company reserves the right to limit the number of drivers to be carried in this category.
- 4.05 Must be a Member of the Union.

## **ARTICLE NO. 5 - LEADHAND**

The necessity of the classification of a Leadhand shall be at the discretion of the Company, and they shall be defined as:

- 5.01 An employee who shall direct the work of the others, while performing the same work themselves. They shall not have the authority to directly hire, fire, suspend, or discipline employees.
- 5.02 They will be a Member of the Union.
- 5.03 Seniority in the unit will prevail for layoff purposes.
- 5.04 Where the Company designates that a Leadhand is required, a bid will be posted, and the position will be filled with a qualified person who applies for the position.
- 5.05 The Company shall have full discretion in the selection of the Leadhand however; when qualifications are equal in every respect, the most senior employee will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

## **ARTICLE NO. 6 - PROBATIONARY PERIOD**

- 6.01 All newly hired employees shall be considered as probationary employees.
- 6.02 All employees shall have completed their probationary period on the first day following ninety (90) calendar days.
- 6.03 There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.
- 6.04 On completion of the required days of probationary employment, such employees shall be entitled to all rights and privileges of this Agreement.

## **ARTICLE NO. 7 - MANAGEMENT RIGHTS**

- 7.01 The Union recognizes the exclusive 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.
- 7.02 The Company agrees to the principle of progressive discipline and shall always have the right to hire and to discipline, demote or discharge employees for just cause.

## **ARTICLE NO. 8 - CORRECTIVE ACTION**

- 8.01 An employee will receive a copy of any disciplinary record placed on their file, including written reprimands with a copy to the Union. However, the incident causing such disciplinary record will not be taken into account to compound any other disciplinary actions taken against the employee if the incident is more than twelve (12) months old. It is further agreed that any discipline over twelve (12) months will be removed from the employees file. When discussions take place with employees that are of a disciplinary nature, the employee will be so advised that he has the option of having a Shop Steward or other Union Member present. Failure to abide by the above will result in any discipline resulting from said discussions null and void. An employee may request to see their file and the Company will comply with such request.
- 8.02 All new rules/policies will be posted two (2) weeks prior to implementation whenever possible.

8:03 All reprimands must be issued within three (3) of the employees scheduled workdays of the incident occurrence excluding Saturday, Sunday, and Statutory Holidays, or they will be null and void and removed from the employee's record. However, where an investigation is required, sufficient time will be allowed for completion of the investigation. Any reprimand must be issued within twenty-four (24) hours upon completion of the investigation. In the case of an accident, the Company agrees to complete these investigations as soon as possible and render a decision with the action to be taken within forty-eight (48) hours of the investigation being completed. An extension can be mutually agreed between Management and the Union.

#### **ARTICLE NO. 9 - EMPLOYEE REPRESENTATION**

9.01 The Members of the Union may elect or the Union may appoint a minimum of two (2) Shop Stewards. The Union shall advise the Company in writing of such elected or appointed Shop Stewards and the Company shall not discriminate against them for lawful Union activities.

9.02 Authorized Agents of the Union may request and will be granted access to Company premises during regular working hours for the purpose of Union business.

9.03 The Company shall make available, at each Terminal, and isolated sites, a bulletin board for posting of Union Notices.

9.04 The Company recognizes that the Union Shop Steward performs services that are valuable to the Company acting as a liaison between the Company and the employees and therefore the Company agrees to pay Shop Stewards the applicable hourly rate of pay for all hours spent in the employ of the Company including called meetings which require that Shop Steward to provide Union representation to an employee.

9.05 If the Company wishes to discharge or discipline a Shop Steward, they will notify the Union in writing or via email before commencing such action. A response from the Union is not required to proceed.

9.06 The Company will ensure that lunchroom and washroom facilities, comply with all Alberta Labour Law, Alberta Health Standards and Occupations Health and Safety rules and regulations. Coffee and coffee supplies will be provided at the Mildred Lake Facility.

#### **ARTICLE NO. 10 - SENIORITY**

10.01 Seniority shall be based on the length of continuous service an employee has been on the payroll as a full-time employee covered under this Collective Agreement subject to Section 10.02 of this Article.

10.02 An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- a) Voluntary resignation.
- b) Discharge for just cause.
- c) Failure to return to work after layoff under Section 10.03 of this Article or leave of absence.

10.03 a) Seniority shall prevail in the event of layoffs with the junior employees being laid off first, provided the senior employee holds the required qualifications.

b) The Company agrees to rehire laid off employees on a seniority basis commencing with the last employee laid off.

- c) Any employee who has been on layoff for twelve (12) or more consecutive months shall be removed from the seniority list and the Company shall be under no obligation to such employee.
- 10.03 The Company will maintain seniority lists. These lists will be provided to the Union upon request. Anyone wishing to protest their position on the seniority list must do so in writing to their Supervisor with a copy to the Union within thirty (30) days of the posting of the seniority list.
  - 10.05 All employees with twenty-five (25) years or more service, shall be entitled to ninety (90) consecutive days leave of absence per year. Other leave of absences will not be unreasonably denied.
  - 10.06 Promotion - When an employee, within the Bargaining Unit covered by this Agreement, receives leave of absence to take a position within the Company, which is beyond the sphere of the Bargaining Unit, they may retain their seniority for a maximum of ninety (90) calendar days within the former Unit. At the end of this period of ninety (90) calendar days the employee must exercise their seniority rights by returning to their former Unit or relinquish all such seniority rights. Should the employee return or be returned to the Bargaining Unit for any reason they must remain within the Unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again. Dues must be paid during this leave of absence and it is the responsibility of the Member to ensure that their dues are in good standing.
  - 10.07 The Company will provide employees the opportunity to apply for all Supervisor/Management positions prior to looking for applicants outside of the Company.

**ARTICLE NO. 12 - PAY AND WORKING CONDITIONS**

- 12.01 a) All Union employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
  - b) Pay time shall be computed from the time designated when the employee is ordered to report for duty, or swipes in on the electronic time clock, whichever is the later, until they are effectively released from duty at their work location.
  - c) The rates of remuneration, as listed in this Agreement, are considered as minimum rates, and shall not preclude payment of premium rates at the discretion of the Company.
- 12.02 a) All regular employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, on Thursday, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment.
  - b) The Company shall provide each employee covered by this Agreement with an option of an electronic or paper 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, the total wages applicable, hours for which pension is payable during the pay period and year-to-date, and all deductions made from the gross amount of wages.  
  
Documentation will be retained at the employee's place of employment and will be made available for scrutiny in the event of a disagreement in regard to their pay. Explanation of any alterations made will be available on request.
- 12.03 If an error occurs in the payroll computation of an employee's pay, and the amount is equal to eight (8) hours or more, they shall be entitled on request to receive same as soon as practical, but not later than the one day following the payday on which the error was reported. If an employee does not swipe in or improperly completes the required documentation, or does not turn them in immediately, any pay so affected will be included with the next regular pay period.

12.04 No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages, or conditions, during the term of this Agreement. Any such agreement shall be considered null and void.

**ARTICLE NO. 13 – HOURS OF WORK**

13.01 Based on a fourteen (14) and seven (7) shift cycle.

The maximum hours of work for all employees at each terminal covered by this Agreement shall be as described below:

Eight (8) hours per day, excluding meal periods.

13.02 When a regular employee is called, and reports for duty, on their regular scheduled workday, they shall be guaranteed a minimum of four (4) hours work and/or pay, for each AM route and PM route, from their regular scheduled start time.

13.03 Overtime on a call-out or call-back basis will be allocated by seniority, provided the senior person is available and qualified to perform the work. Regular terminal employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled workday or shift, shall be guaranteed a minimum of four (4) hours work.

13.04 **Overtime Rate** - All hours in excess of eight (8) hours per day shall be considered overtime and paid at the established overtime rate of one and one-half times (1 ½ X).

13.05 **Overtime for work in excess of the hour averaging agreement or General Holidays** - All hours worked on an employee's designated day of rest, or on a General Holiday, will be paid at one and a half times (1 ½ X) of the employee's regular rate of pay.

**ARTICLE NO. 14 – WAGES**

14.01 **Rates of Pay**

Length of service	Current	Effective January 4, 2023
Drivers under two years of employment	\$31.00	\$35.20
Drivers with two or more year of employment	\$32.00	\$37.20

Any employee assigned to train another employee, will be paid one (1) extra hour of regular time pay per day.

Leadhands will be paid a one (1) extra hour regular rate premium per trip and they will focus on duties which drive operational excellence but will not be involved in any disciplinary activities as related to a Union Member.

All employees who are assigned to clean their bus will be paid their applicable hourly rate for all hours worked cleaning.

After completion of all prerequisite training as per the employment contract, the Company agrees to pay for compulsory courses required by the Company and pay the employee for the time spent taking the courses at their applicable hourly rate of pay.



Any employee assigned to drive the employee shuttle to and from site will be provided one (1) hour of additional pay at their regular hourly rate per day regardless of whether they have worked eight (8) hours or not.

14.02 On callouts, other than established standard trips. Minimum callouts four (4) hours.

#### **ARTICLE NO. 15 - TEAMSTERS PRAIRIE PROVINCES PENSION PLAN (T4P) – FULL TIME EMPLOYEES**

15.01 Effective January 4, 2023 the Company shall contribute one dollar and fifty cents (\$1.50) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan (T4P).

15.02 Contributions and remittances referred to in Article No. 15.01 above, shall be remitted monthly by the fifteenth (15<sup>th</sup>) 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.

15.03 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.

15.04 All employees who are seventy-one (71) years of age or older, will have pension contributions remitted to the Teamsters Prairie Provinces Pension Plan (T4P) only until December 31<sup>st</sup> in the year they turn seventy-one (71). Effective January 1<sup>st</sup> of the year following the year an employee turns seventy-one (71), all pension contributions, as outlined in Article No. 15, will be directed to a separate non-registered account for the employee's personal use. These contributions will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions.

Employees can make arrangements with the Company regarding their ongoing access to these funds, within the first three (3) months of the year in which the transition period from the Pension Plan to a non-registered account occurs.

#### **ARTICLE NO. 16 – COMPANY UNIFORM**

16.01 The Company will supply all employees the following uniform:

- One (1) winter jacket
- Safety vests
- Winter toques
- One (1) uniform cap, when available
- Four (4) shirts
- Two (2) pants
- Winter and summer gloves (replaced as needed)

Each part of the uniform will have women's sizes where applicable.

- 16.02 Should an employee leave the employment of the Company prior to the completion of six (6) months service with the Company, the employer's cost for the purchase of any uniform will be deducted from the said employee's last cheque, except where the uniform is returned to the Company.
- 16.03 All employees after nine (9) months of employment will receive an approved safety clothing allowance and/or an approved personal protective equipment allowance and/or footwear allowance that meets Canadian Standards Association (C.S.A.) approval of two hundred and fifty dollars (\$250.00) per year.

#### **ARTICLE NO. 17 – HEALTH AND SAFETY**

- 17.01 Any complaint involving allegations of discrimination or harassment may be reported in confidence directly to the Site Manager or the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Company and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved, the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Company will take actions it considers appropriate to resolve the complaint.

#### **ARTICLE NO. 18 - SAFETY CONDITIONS**

- 18.01 It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in road worthy condition. It shall not be a cause for discipline if a driver refuses to operate any vehicle that is not road worthy. It shall be the duty of the employee to report promptly in writing to the Company on all defects in equipment.
- 18.02 Up to one hundred and fifty (\$150.00) dollars will be reimbursed by the employer to employees for driver's medicals that are required by legislation in order to maintain a drivers license.
- 18.03 The Company will provide appropriate personal protective equipment where required for all aspects of the job, as per the cleaning products recommendations and or Material Safety Data Sheet (gloves, dust masks, etc.).
- 18.04 The Company will make their best effort to ensure that all yards where buses may be parked are maintained at all times to ensure it is safe to walk and to prevent equipment damage. In addition, all employees on a first come first serve basis will be provided plug ins to plug their personal vehicles in during the winter season.
- 18.05 The Parties agree that under no circumstances may an employee be required or compelled to be called into work without a minimum of eight (8) hours off between shifts. The Company will endeavor to allow nine (9) hours between shift although they will not be required.

#### **ARTICLE NO.19 - GENERAL**

- 19.01 Employees having to attend mandatory Company meetings will be paid at the hourly rate for all time spent at such meetings.

**ARTICLE NO. 20 - BEREAVEMENT LEAVE**

20.01 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.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, grandchildren, common-law, step-mother and step-father and further defined by the applicable legislation. No employee will be unjustly denied Bereavement Leave.

**ARTICLE NO. 21 - JURY DUTY**

21.01 Any employee who is required to perform Jury Duty on a day on which they would normally have worked or attends court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of their employment with the Company will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness Attendance and their regular straight time hourly rate of pay for their regular scheduled hours of work. It is understood that such reimbursement shall not be for hours more than eight (8) per day or forty (40) per week, less pay received for Jury Duty. The employee will be required to furnish proof of Jury Duty. Any employee on Jury Duty shall, subject to this provision, make themselves available for work before or after required for such duty whenever practical.

**ARTICLE NO. 22 - HEALTH AND WELFARE PROTECTION**

22.01 When an employee goes off from work ill, or on compensation (WCB), the Company shall continue to pay their Welfare Fees so that the employee shall be protected to the utmost, provided:

- a) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than three (3) months in arrears, and;
- b) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.
- c) In the event that an employee returns to work after an absence of longer than two (2) months, a repayment schedule will be mutually agreed upon by said employee and the Company.

22.02 In the event of an employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.

22.03 When an employee returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect of their contributions.

**ARTICLE NO. 23 - STATUTORY HOLIDAYS**

23.01 The Company recognizes the following nine (9) Statutory Holidays:

New Years' Day	Family Day	Good Friday
Victoria Day	Canada Day	Remembrance Day
Labour Day	Thanksgiving Day	Christmas Day

23.02 Payment for the above-mentioned holidays shall be paid on every cheque at a rate of five percent (5%) of the employees gross wages paid on every cheque.

- 23.03 In the event that the Provincial Government declares any day as a mandatory Statutory Holiday then such named day will be added to the above list and payment will be made as per Article No. 23.

#### **ARTICLE NO. 24 – VACATIONS**

- 24.01 Employees who have been hired with the Company shall immediately receive and each year thereafter, three (3) weeks' vacation, with pay in an amount equal to six percent (6%) of the wages paid that employee on each cheque or six percent (6%) of the wages paid that employee during the year in which they qualify for such vacation, whichever is greater.
- 24.02 Employees who have completed seven (7) calendar 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 wages paid that employee during the year in which they qualify for such vacation.
- 24.05 a) The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees in accordance with Article No. 24.05 b).
- b) Vacation lists shall be posted on January 2<sup>nd</sup> of each year. Employees shall designate their choice of vacation time prior to February 28<sup>th</sup>. If an employee fails to designate their choice of vacation on such list while posted, such employee may, with a minimum of two (2) weeks' notice, book any unused vacation periods on a first request basis. The Company shall post the final vacation list by April 1<sup>st</sup>, and it shall remain posted for the balance of the year.
- c) During the Company's prime season, June 15<sup>th</sup> to September 15<sup>th</sup> and from December 15<sup>th</sup> to January 15<sup>th</sup>, the Company will use the following formula for determination of the number of employees allowed on vacation at any one time, at each Company terminal location:
- Seventeen percent (17%) in each classification to the nearest employee up or down, with a minimum of one (1) employee in each classification. The remainder of the year shall be no restrictions.

#### **ARTICLE NO. 25 - HEALTH AND WELFARE**

- 25.01 Effective February 1, 2023 the Company agrees to cover all regular employees under the provisions of the Prairie Teamsters Health and Welfare Plan.
- 25.02 Regular employees will be those drivers as defined under Article No. 3 of this Agreement.
- 25.03 The total cost of the Plan will be borne fifty percent (50%) by the Company and fifty percent (50%) by the employee.
- 25.04 Contributions and remittance referred to above shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer together with a form supplied to the Company by the Union which shall provide full instructions.
- 25.05 Timely payments 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 delinquency.

- b) If the Company has failed to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Holidays the Union may request a meeting with the Company to provide for the payment of funds.
- c) In the case of failure of the Company to contribute into the Trust Fund on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

#### ARTICLE NO. 26 - GRIEVANCE PROCEDURE

26.01 All questions, disputes and controversies arising under this Agreement, or any supplement hereto 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 Union, an employee or the Company may institute grievance proceedings under the terms of this Article. If the Party receiving the grievance fails to process same within the time limits set forth hereafter, then the Griever may continue on to the next Step of the procedure including arbitration.

26.02 **Step 1:** - It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with the Manager or the other Supervisory personnel acting in this capacity and given the Manager an opportunity of dealing with the complaint. The Managers decision shall be made known to said employee within twenty-four (24) hours.

Notwithstanding the previous paragraph, the employee shall always have the right to have the Shop Steward present when discussing a grievance. A period of five (5) days for termination and ten (10) days for all others will be granted to institute a grievance.

26.03 **Step 2:** - Failing settlement under Step 1, such grievance and any question, dispute or controversies that are not of a kind that are subject to Step 1 shall be reduced to writing and referred to and taken up between the Secretary-Treasurer or other Bargaining Representative of the Union and the Company Representative authorized by the senior Management within five (5) working days.

26.04 **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) Company members appointed by the senior Management within ten (10) working days or as soon as practically possible.

26.05 **Step 4:** - Failing settlement under Step 4 and within ten (10) working days or as soon as practically possible, the matter may 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, Mediation Services will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company.

The Arbitration Board shall deal with the question referred to them and without limiting the foregoing shall not extend, modify or amend any part of this Agreement and the unanimous or majority decision of the Arbitration Board will be final and binding on both Parties. The expense of the Arbitrator shall be shared equally by the Company and the Union.

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

26.06 If a monetary grievance is successful, the Company will pay on the next regular payroll run following receipt of the grievance settlement paperwork.

#### **ARTICLE NO. 27 - NO STRIKES OR LOCKOUTS**

27.01 The Company agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production during the life of this Agreement. It shall not be a violation of this Agreement to refuse to cross a legally established picket line.

#### **ARTICLE NO. 28 - SAVINGS CLAUSE**

28.01 Both Parties assume that any or all provisions of this Agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws then the Parties hereto agree to renegotiate such provision or provisions for the purpose of having them conform to the law with all other provisions of this Agreement not being affected thereby.

#### **ARTICLE NO. 30 - GENERAL TEAMSTERS, LOCAL UNION NO. 362 - ADVANCEMENT FUND**

30.01 The Company agrees to contribute to the General Teamsters, Local Union No. 362 Union/Industry Advancement Fund.

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 which wages are payable hereunder, for each employee and dependent contractor covered by this Collective Agreement.

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

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

#### **ARTICLE NO. 31 - SICK LEAVE**


31.01 **Sick Days** - All full-time regular employees who have completed their probationary period, shall be provided unpaid sick leave to a maximum of five (5) days annually.

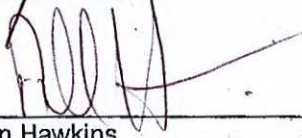
**ARTICLE NO. 32 - TERMINATIONS AND AMENDMENTS**

- 32.01 This Agreement shall remain in full force and effect as on the fourth (4<sup>th</sup>) day of January 2023 and continue in effect until the thirty-first (31<sup>st</sup>) day of May 2024 and from year to year thereafter except as hereinafter provided.
- 32.02 Either Party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other Party not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.
- 32.03 If notice to negotiate has been given by either Party, this Agreement shall remain in full force and effect up to the date that the Union or the Company commence a lawful strike or lockout.

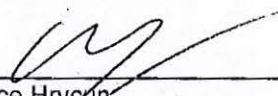
SIGNED THIS 30 DAY OF January, 2023


**ON BEHALF OF THE COMPANY:**  
Fort McKay Alcor Limited Partnership

  
\_\_\_\_\_  
Michael Crawford  
Vice President

  
\_\_\_\_\_  
Allan Hawkins  
Manager of Business Development

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

  
\_\_\_\_\_  
Chance Hryciuk  
Vice President and Business Agent

  
\_\_\_\_\_  
Shaun Quaghebeur  
Business Agent