

COLLECTIVE AGREEMENT

BETWEEN

**DIVERSIFIED TRANSPORTATION LTD.**  
FORT MCMURRAY, ALBERTA  
SITE SERVICES DIVISION  
(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, 2010 – December 31, 2012

13737 (02)

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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 cooperate, individually and collectively for the advancement of conditions. Effort has been taken to ensure the Agreement reads "he/she", however, whereas any words in this Agreement impart the masculine gender, such words shall include and mean the feminine gender where the sense dictates.

## **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 and to set forth herein the terms covering the rates of pay, hours of work and working conditions to be observed.

## **ARTICLE NO. 1:000 - SCOPE OF THIS AGREEMENT**

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

1:101 The parties recognize the right of all employees to work in an environment free from harassment, sexual or otherwise, as outlined by Company Policy.

## **ARTICLE NO. 2:000 - UNION SECURITY**

2:100 The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company classified as bus drivers.

2:101 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.

2:102 Each regular and part-time employee when hired by the Company will be required to sign an application card for Union membership (cards to be supplied by the Teamsters Union) and must become a member of the Union the first day following THIRTY (30) calendar days from the date of employment or be replaced.

2:103 The Company agrees for the duration of this Agreement to deduct from the first pay cheque of each month the monthly dues and assessments of any employees who have completed their probationary period and who are covered by this agreement, also the initiation fee to the Local Union, and remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted.

## **ARTICLE NO. 3:000 - REGULAR DRIVERS**

3:100 Have completed their probation period and joined the Union.

3:101 Have made themselves available to the Company for full-time employment under this Agreement. Full-time employment means any Site Services division drivers who are scheduled for a minimum of six (6) hours or greater per day or the drivers bid work.

#### **ARTICLE NO. 4:000 - PART TIME DRIVERS**

- 4:100 ~~He~~ has completed his probationary period and has indicated his desire to become a Regular Driver.
- 4:101 Will not be used when Regular Drivers are available to do required trips.
- 4:102 Will be carried on a separate Part-time Drivers' Seniority List in the Terminal and will be scheduled by seniority.
- 4:103 Will be given the opportunity to become a Regular Driver in accordance with his seniority when it is determined that a Regular Drivers vacancy exists in accordance with Article 3:000 of this Agreement and will be placed at the bottom of the Regular Seniority List. If they refuse to become a Regular Driver, they will go to the bottom of the Parttime Seniority List. The Company reserves the right to limit the number of drivers to be carried in this category.
- 4:104 Must be a member of the Union.

#### **ARTICLE NO. 5:000 - CASUAL DRIVERS**

- 5:100 A Casual Driver will be defined as a driver who, whenever possible, will be called-out by seniority on a per-trip basis, as required, after making themselves available for work but, will not be used when regular or part-time drivers are available and want the work. Casual drivers will not exceed more than ten percent (10%) of regular drivers only.
- 5:101 Dispatchers or Safety Supervisors will only be used in the case of an emergency.

#### **ARTICLE NO. 6:000 - PROBATIONARY PERIOD**

- 6:100 All newly hired employees shall be considered as probationary employees.
- 6:101 All employees shall have completed their probationary period on the first day following ninety (90) calendar days.
- 6.102 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.
- 6.103 On completion of the required days of probationary employment, such employees shall be entitled to all rights and privileges of this Agreement.

#### **ARTICLE NO. 7:000 - GENERAL**

- 7:100 Management Rights
- 7:101 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.
- 7.102 The company shall always have the right to hire and to discipline, demote or discharge employees for just cause.

- 7.103 An employee will receive a copy of any disciplinary record placed on his 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 other than disciplinary actions taken against the employee if the incident is more than six (6) months old on operational matters or twenty-four (24) months for preventable accidents and infractions covered under the Highway Traffic Act. An employee may request to see their file and the Company will comply with such request.
- 7.104 All new rules will be posted at least two (2) weeks prior to implementation whenever possible.
- 7.105 As a requirement of continued employment, all employees must acquire and maintain certification in an accepted PDI course or a recognized equivalent. Because this is a condition of employment, the Employer agrees to pay the fees required on behalf of all employees.
- 7.106 The Company agrees to pay for compulsory courses required by the Company at the regular hourly rate of pay. These are currently PDI every two (2) years, and Plantsite Indoctrination.

**ARTICLE NO. 8:000 - EMPLOYEE REPRESENTATION**

- 8:100 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 stewards and the Company shall not discriminate against them for lawful Union activities.
- 8:101 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.
- 8:102 The Company shall make available at each Terminal a suitable place for the posting of Union Notices.
- 8:103 The Company recognizes that the Union Steward performs services that are valuable to the Company acting in liaison between the employer and the employees, therefore the Company agrees to pay each steward the hourly rate of pay for attending Company called meetings.
- 8:104 If the Company wishes to discharge a steward they will notify the Union in writing at least one (1) full day before commencing such action.
- 8:105 Professional Behavior - It is agreed that in both personal behavior and equipment operation drivers must act in a professional manner and exercise their best efforts in the promotion of the Company's interests. It is the responsibility of all drivers to be aware of and abide by policies and procedures documented in the Drivers' Manual.

In addition, each new employee will receive a copy of the Drivers' Manual and the Dispatch Rules supplied by the Company and a copy of the Collective Agreement supplied by the Union.

- 8:106 The Company will ensure that lunch room and washroom facilities, consistent with those provided to other onsite contractors, are provided at each job site. Conditions are to comply with all Alberta Labour Law and Alberta Health Standards.

## **ARTICLE NO. 9:000 -SENIORITY**

- 9:100 Seniority shall be based on the length of continuous service an employee has been on the payroll as a full time driver in Fort McMurray subject to Section 9:101 of this Article.
- 9:101 An employee shall lose all seniority rights for any one or more of the following reasons:
- (a) Voluntary resignation
  - (b) Discharge for just cause.
  - (c) Failure to return to work after layoff under Section 9.102 of this Article or leave of absence.
  - (d) By going to Long Term Disability after completion of a Short Term Disability period. However, if at the end of twelve (12) months the employee is not ready to return to work, the employee should make application for an extension which must be approved by both the Company and the Union.
  - (e) Any driver transferring from Site Services Division shall not lose any seniority for the calculation of holiday pay or driver safety awards.
- 9:102
- (a) Seniority shall prevail in the event of layoffs with the junior employees being laid off first.
  - (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.
- 9:103 The Company will maintain Divisional seniority lists. These lists will be updated each month not later than the second working day of the month. Anyone wishing to protest his position on the seniority list must do so in writing to his supervisor with a copy to the Union within thirty (30) days of the posting of the seniority list.
- 9.104 The Company will immediately prepare and post copies of the Dispatch Rules. The rules will be kept current; any changes to the rules will be posted as soon as the rule changes become effective. The present rules now in effect will remain in effect until changed by the mutual agreement of the Company and Union.
- 9.105 No part time or casual drivers will be used when regular drivers are available and desire the work.
- 9:106 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.

9.107 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, he may retain his 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 his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

The above is not applicable to an employee assigned to temporary relief position.

Dues must be paid during this leave of absence and it is the responsibility of the member to ensure that his dues are in good standing.

9.108 Portability - The intent of the Portability Clause is to allow drivers the opportunity to transfer from one division to another as required.

Drivers must indicate, in writing, their desire to qualify in another division. Qualifying sessions will be held as required.

After qualifying, drivers will be placed on a Part Time List. When a position becomes open these drivers can apply to be considered. All things being equal, the Part Time Seniority List will be the determining factor.

if a new part time driver works six (6) hours for five (6) consecutive days and for more than six (6) consecutive weeks, that will constitute that part time driver being placed on the full time seniority list.

The Company reserves the right to hire from outside if the applicants are more qualified

The Company also reserves the right to limit the number of drivers transferring at any time in order to protect divisional integrity.

it is understood that drivers have a primary obligation to the division to which they are transferring.

it is understood that drivers have a secondary obligation to other divisions for which they are qualified relative to their employment with Diversified Transportation Ltd.

Drivers transferring through Portability will not lose seniority for the purpose of vacation pay calculation or safety awards.

There will be a sixty (60) day grace period from the time of transfer. During this period the employee will have the right to transfer back to their prior division and respectively the Company will have the right to return the transferred employee to their prior division without loss of seniority.

## **ARTICLE NO. 10:000 - PAY AND WORKING CONDITIONS**

10:100 Site Services Shift - A Site Services shift will be defined as a continuous block of work originating and terminating at the terminal.

10.101 Present Working Conditions - it is agreed that present Company practices and conditions of employment not mentioned in this Agreement, and not contrary to any terms of this Agreement, will continue in force and effect during the term of this Agreement.



**ARTICLE NO. 11:000 - WAGES**

11:100 Rates of Pay

<b>3 HOUR TRIP - Y3</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Trip Rate	\$82.29	\$84.35	\$86.46
Union Pension	\$ 7.95	\$ 8.70	\$ 9.45
Combined	\$89.49	\$91.55	\$93.66

<b>HOURLY - Y1</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Trip Rate	\$27.43	\$28.12	\$28.82
Union Pension	\$ 2.65	\$ 2.90	\$ 3.15
Combined	\$29.83	\$30.52	\$31.22

11:103 Pension Plan

- (a) For calculating purposes all trips as described in Section 11:100 of this Article are deemed to be a minimum of three hours
- (b) All Regular Drivers will be entitled to the Prairie Teamsters Pension Plan for each hour worked based on the following:

Article 11 100

11:104 Company Uniform - The intent of the uniform Allowance is to provide drivers with an Company Uniform which will be maintained by the driver in a respectable condition to wear while representing the Company in a professional capacity

The Company will supply Regular Drivers the following uniform:

one (1) Jacket	three (3) Pants
two (2) Ties	three (3) Shirts
one (1) uniform cap	
one (1) Three In one winter jacket	

And thereafter annually the employee will be given a three hundred dollar (\$300.00) uniform allowance to be used towards the purchase of any approved uniform item (Unspent portion will be carried over) One hundred and fifty dollars (\$150.00) of which can be used towards approved footwear.

All other drivers will be supplied on an as-needed basis. 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.

**ARTICLE NO. 12:000 - HEALTH AND SAFETY**

12:100 Any complaint involving allegations of discrimination or harassment, as defined in ARTICLE NO. 1.101 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 Employer will take actions it considers appropriate to resolve the complaint.

**ARTICLE NO. 13:000 - SAFETY CONDITIONS AND GENERAL**

13:100 Safety Conditions

13:101 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. All current work order books will remain in the unit

13:103 Any Company requests for Medical Examination by a Company Physician shall be promptly complied with by all employees, providing however, the Company shall pay for such physical or medical examinations for work-related issues, and for all time lost as a result thereof during his/her regular working hours.

13:200 General

13:201 Employees having to attend mandatory Company meetings will be paid at the hourly rate for all time spent at such meetings.

13:202 All White Slips and reprimands must be issued within three (3) days of the incident occurrence excluding Saturday, Sunday and Holidays or they will be null and void and removed from the employee's record. Where an investigation is required time will be allowed for completion of such. Any white slip must be issued within twenty-four (24) hours upon completion of the investigation. In the case of an accident the investigation will be completed prior to going to the Accident Review Board.

#### **ARTICLE NO. 14:000 - BEREAVEMENT LEAVE**

14:100 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. He/she shall be compensated for a maximum of four (4) days Bereavement Leave.

Rate of pay will be - 2 shifts per day.

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. In the event of the death of a family member not covered above the employee can make representation for bereavement leave outlining the reason why it should be granted.

#### **ARTICLE NO. 15:000 - JURY DUTY**

15:100 Any employee who is required to perform Jury Duty on a day on which he 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 his employment with the Company will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness Attendance and his regular straight time hourly rate of pay for his regular scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of 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 or Witness Attendance Fees received therefore and the employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or Witness Attendance shall, subject to this provision, make himself available for work before or after required for such duty whenever practical.

#### **ARTICLE NO. 16:000 - HEALTH AND WELFARE PROTECTION**

16:100 When an employee goes off from work ill, or on compensation, or a grievance is invoked on his discharge, the Company shall continue to pay both his Welfare Fees and Union Dues so that the employee shall be protected to the utmost, provided:

- iii. The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears, and

- iv. The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.
- v. 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.

It is the responsibility of the employee to ensure that the terms referenced above are adhered to. Failure to do so will result in the employee being taken off the seniority list prior to the completion of the twelve (12) month Short Term Disability as defined under Article 9:000, Section 9:101 (d) of this Agreement.

- 16:101 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.
- 16:102 When an employee returns to work the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.
- 16:103 In the event an employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.
- 16:104 The Company reserves the right to request a Doctor's Medical Certificate after three (3) days of absence. If the request is invoked a return date is also required.

**ARTICLE NO. 17:000 - STATUTORY HOLIDAYS**

17:100 The Company recognizes the following eleven (11) Statutory Holidays:

New Years Days	Family Day	Good Friday
Victoria Day	Canada Day	Civic Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

- 17:101 Payment for the above mentioned holidays shall be in an amount equal to four point four percent (4.4%) of the gross earnings of the employee.
- 17:102 In the event that the Provincial or Federal Government declares or rescinds any day as a Statutory Holiday then such named day will be added to or deleted from the above list and payment will be adjusted by zero point four percent (0.4%) for each day.
- 17:103 All trips on Remembrance Day, Christmas Day and New Years Day will be subject to a fifty percent (50%) premium on the hourly rate.

**ARTICLE NO. 18:000 - VACATIONS**

18:100 All Regular Drivers under this Agreement will qualify for at least two (2) consecutive weeks vacation after each year of continuous service subject to conditions set out below.

Payment for such will be an amount equal to four percent (4%) of gross wages earned

18:101 Upon completion of three (3) consecutive years of service all employees shall receive three (3) weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such will be an amount equal to six percent (6%) of gross wages earned by the employee during the year in which he qualified for such vacation.

18:102 Upon completion of five (5) consecutive years of service all employees shall receive four (4) weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such will be an amount equal to eight percent (8%) of gross wages earned by the employee during the year in which he qualified for such vacation.

18:103 Upon completion of eight (8) consecutive years of service all employees shall receive five (5) weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such will be an amount equal to ten percent (10%) of gross wages earned by the employee during the year in which he qualified for such vacation.

18:104 Upon completion of eighteen (18) years of service, all employees shall receive six (6) weeks of vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to twelve percent (12%) of the gross wages of the employee during the year in which he qualified for such vacation.

18:105 It is understood that the number of employees taking vacation at any time will be restricted if necessary. The months of July and August will be divided into four (4), two (2) week blocks and one (1), one (1) week block. Employees bidding vacations during this period will confine their bids to the boundaries of the blocks established by the Company. Cut-off dates will be on sub-divisional basis and will be referenced in the Dispatch **Rules**. Vacations will be allotted on a seniority basis.

18:106 Regular Drivers shall also have the ability to request and be granted by seniority the ability to carry their allotted holidays or part thereof to the next year however, the Company shall maintain the right to set the number of drivers allowed to do this each year consistent with the Company's normal operation.

18:107 Any Part-time drivers taking a Full-time position with the Company will not lose their seniority for the purpose of vacation pay calculation.

18:108 All other drivers under this Agreement will qualify for two (2) consecutive weeks vacation.

Payment for such will be an amount equal to four percent (4%) of gross wages earned.

18:109 Vacation pay will be paid out on every regular paycheque, disbursed according to the employee's instruction, under the Company's Vacation Pay Banking Policy.

#### **ARTICLE NO. 19:000 - HEALTH AND WELFARE**

19:100 The Company agrees to cover all regular employees under the provisions of the Prairie Teamsters Health and Welfare Plan. The Company agrees to cover fifty percent (50%) of the Alberta Health and Wellness premiums for all regular drivers.

19:101 Regular employees will be those drivers as defined under Article 3:000, Section 3:101 of this Agreement.

19:102 The total cost of the Plan will be borne as follows:

	<u>Jan 1/10</u>	<u>Jan 1/11</u>	<u>Jan 1/12</u>
Company	80%		
Employee	20%		
Any Increase		50/50 split	50/50 split

19:103 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.

19:104 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. 20:000 - GRIEVANCE PROCEDURE**

20:100 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. However, if the party initiating the grievance fails to process same within the time limits set forth hereafter, then the grievance shall be deemed to be abandoned and all rights of recourse to the Grievance Procedure shall be at an end.

20:101 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 Manager's decision shall be made known to said employee with 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.

20:102 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 or other Bargaining Representative of the Union and the Company Representative authorized by the Senior Management within five (5) working days.

- 20:103 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.
- 20:104 Step 4: - Failing settlement under Step 3, an application shall be filed with Alberta Labour seeking the assistance of a mediator within ten (10) working days or as soon as practically possible, to deal with the grievance. The cost of the grievance mediator shall be shared equally between the parties.
- 20:105 Step 5: - Failing settlement under Step 4 and within ten (10) working days or as soon as practically possible, 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 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 Chairman 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.

The parties agree that there shall be no suspension or other interference with the construction work while the Grievance Procedure is in operation.

- 20:106 If a monetary grievance is successful, the Company will pay on the next regular payroll run following receipt of the grievance settlement paper work.

#### **ARTICLE NO. 21:000 - NO STRIKES OR LOCKOUTS**

- 21:100 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 or construction during the life of this Agreement.

#### **ARTICLE NO. 22:000 - PICKETS**

- 22:100 It shall not be a violation of this Agreement to refuse to cross a legally established picket line recognized by the Building Trades.

#### **ARTICLE NO. 23:000 - SAVINGS CLAUSE**

- 23:100 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. 24:000 -TERMINATIONS AND AMENDMENTS**

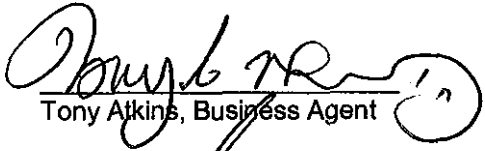
- 24:100 This Agreement shall remain in full force and effect as of the first (1<sup>st</sup>) day of January 2010 and continue in effect until the thirty-first(31<sup>st</sup>) day of December 2012 and from year to year thereafter except as hereinafter provided.
- 24:101 Either party desiring to amend 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.
- 24.102 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 Employer commence a Lawful strike or lockout.


SIGNED THIS 10<sup>th</sup> DAY OF December, 2010.

**FOR THE COMPANY:**  
Diversified Transportation Ltd.  
Site Services Division


**FOR THE UNION:**  
General Teamsters Local Union No. 362

  
\_\_\_\_\_  
Rick Colborne  
Vice President & General Manager

  
\_\_\_\_\_  
Tony Atkins, Business Agent

  
\_\_\_\_\_  
Paul Taylor  
General Manager

  
\_\_\_\_\_  
Nigel Brown-Warr, Business Agent

  
\_\_\_\_\_  
Brian Hare  
Director of Operations



**LETTER OF UNDERSTANDING#1**

**BETWEEN**      **DIVERSIFIED TRANSPORTATION LTD.**  
Site Services **Division**

**AND**            **GENERAL TEAMSTERS LOCAL 362**

**RE**              **LEADHANDS**

The following individuals are performing duties as a Leadhand as of the date of this Agreement.

Alphonse Greencourt

Alfred Jassat

These individuals will be "Red Circled" for the life of the Agreement at their current premium

It is understood that in the event one of these individuals resigns their position of Leadhand they will be removed from the list.

It is understood that in the event one of these individual transfers between divisions or sub-divisions and retains a Leadhand position they will continue to remain on the list.

SIGNED THIS 10<sup>th</sup> DAY OF December, 2010.

**FOR THE COMPANY:**

Diversified Transportation Ltd.  
Site Services Division



\_\_\_\_\_  
Rick Colborne  
Vice President & General Manager

  
\_\_\_\_\_  
Paul Taylor

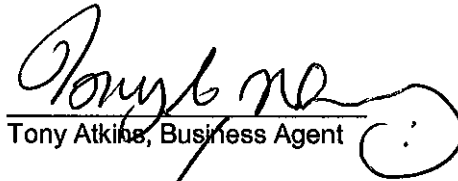
General Manager

  
\_\_\_\_\_  
Brian Hare


Director of Operations

**FOR THE UNION:**

General Teamsters Local Union No. 362



\_\_\_\_\_  
Tony Atkins, Business Agent

  
\_\_\_\_\_  
Nigel Brown-Warr, Business Agent

## LETTER OF UNDERSTANDING#2

**BETWEEN     DIVERSIFIED TRANSPORTATION LTD.  
                  Site Services Division**

**AND           GENERAL TEAMSTERS LOCAL 362**

**RE            ALLOWANCE**

Intent:

Developed in understanding of the current economic conditions in Fort McMurray at the time, the intent of this Allowance is to provide the following:

- A monthly payment to active, Full-time employees (Regular Drivers) to **offset** living expenses for those employees maintaining residence in the Fort McMurray area in the Regional Municipality of Wood Buffalo, and
- To provide Diversified Transportation Limited (Site Services) with a means of improving employee retention by providing an incentive to employees to maintain their employment with Diversified Transportation Limited, and
- To do **so** in a means that is evenly distributed across the employee base regardless of seniority or opportunity to gain extra work.

Monthly payout:

- The Allowance will be paid at the end of each month, on the last business day of the month.
- The Allowance will be paid as a separate payment from the employee's regular bi-weekly paycheque.
- The Allowance is subject to statutory deductions. These deductions will be taken at the time of payout.

Qualifications

- Regular Site Services Drivers will qualify on the 1<sup>st</sup> calendar day of their first full month of Full-time employment.
- Regular Drivers who are staying in Company supplied accommodation while in the Region do not qualify for the Allowance.

Commencement:

- The Allowance is to commence in the first (1<sup>st</sup>) calendar month following ratification of the Collective Agreement.

LETTER OF UNDERSTANDING#2 (Continued)

Application Guidelines:

- Vacation - while a Regular Driver is on a regularly scheduled vacation they will continue to be eligible for the Allowance.
- Medical Leave -while a Regular Driver is on medical they will be eligible to receive the Allowance. Medical Leave includes both occupational (i.e. W.C.B.) and nonOccupational injuries (Health & Welfare).
- Leave of Absence – while on an approved Leave of Absence, employees will be eligible to receive the monthly Allowance according to the thirty (30) day Grace Period. The Living Allowance Grace Period will apply once per year.

Amount:

- Allowance to calculated as follows:

<u>Jan 1/2010</u>	<u>Jan 1/2011</u>	<u>Jan 1/2012</u>
\$1,150.00 per month	\$1,200.00 per month	\$1,250.00 per month

- While on medical leave, W.C.B. or a Company approved Leave of Absence, the Allowance shall carry on being paid until they return to full duties.

SIGNED THIS 10<sup>th</sup> DAY OF December, 2010

FOR THE COMPANY:  
Diversified Transportation Ltd.  
Site Services Division



\_\_\_\_\_  
Rick Colborne  
Vice President & General Manager



\_\_\_\_\_  
Paul Taylor  
General Manager



\_\_\_\_\_  
Brian Hare  
Director of Operations

FOR THE UNION:  
General Teamsters Local Union No. 362



\_\_\_\_\_  
Tony Atkins, Business Agent



\_\_\_\_\_  
Nigel Brown-Warr, Business Agent

LETTER OF UNDERSTANDING #3

**BETWEEN**     **DIVERSIFIED TRANSPORTATION LTD.**  
                         **Site Services Division**

**AND**            **GENERAL TEAMSTERS LOCAL 362**

On date of ratification, the Union employee will receive a five hundred dollar (\$500.00) signing bonus, less deductions. Retro will also be paid from January 1<sup>st</sup>, 2010 to all Union employees by diversified on date of ratification.

SIGNED THIS 10<sup>th</sup> DAY OF December, 2010

**FOR THE COMPANY:**

Diversified Transportation Ltd.  
Site Services Division



Rick Colborne  
Vice President & General Manager



Paul Taylor  
General Manager



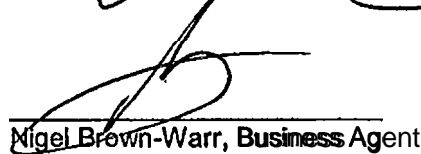
Brian Hare  
Director of Operation

**FOR THE UNION:**

General Teamsters Local Union No. 362



Tony Atkins, Business Agent



Nigel Brown-Warr, Business Agent