

COLLECTIVE AGREEMENT

Nov 2010

**CALGARY
EDMONTON
SASKATCHEWAN**

14180 (01)

COLLECTIVE AGREEMENT

*BETWEEN
MANTEI'S TRANSPORT LTD.
(THE COMPANY)*

AND

*THE PETRO CHEM DRIVER'S ASSOCIATION INC.
(THE ASSOCIATION)*

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ARTICLE ONE: Purpose

- 1.1 It is the intent and purpose of the parties hereto that this Agreement will promote and improve the harmonious relations and constructive discussions for improved conditions and operations between the Company and the hourly employees covered by the terms of the Agreement and to set forth herein the Agreement covering compensation and working conditions.
- 1.2 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by a court of competent jurisdiction, only such word, phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.3 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE TWO: Recognition

- 2.1 The Company recognizes the Association as the exclusive bargaining agent for the hourly employees in the Province of Alberta as defined in the Certification Order of the Canada Labour Relations Board dated January 26, 1998, namely:

“All hourly employees of Mantei's Transport Ltd. working in and out of the company's terminals in the Province of Alberta, excluding office staff, dispatchers and operations manager.”
- 2.2 During the nominal term of this Agreement, the Company shall voluntarily recognize the Association as the exclusive bargaining agent for the following hourly paid employees, employed in the Province of Saskatchewan, namely:

“All hourly employees of Mantei's Transport Ltd., working in and out of Company terminals in the Province of Saskatchewan, excluding office staff, dispatchers and managers.”

ARTICLE THREE: Association Security

- 3.1 All Employees covered by this collective agreement shall, as a condition of employment, become members of the Association, following the successful completion of the ninety (90) calendar day probation period.
- 3.2 The Company shall, upon completion of the Employee's probationary period of ninety (90) calendar days, deduct the standard initiation fees and union dues from the employee's wages in the amounts specified by the Association from time to time.

- 3.3 The Company shall by the 15th day of each month remit to the Association the dues deducted for the preceding month and a written statement of the name of the Employee for whom the deduction was made and the amount of each deduction.
- 3.4 Driver Trainers required by the Company shall be drawn from post-probation Association members, as determined by the Company.
- 3.5 An Employee, upon request, shall be entitled to be represented by his or her choice of an officer or official of the Association at any meeting initiated by the Company out of which discipline or dismissal may result.

ARTICLE FOUR: No Strike or Lockout

- 4.1 It is mutually agreed that there shall be no strike, stoppage of work, slow-down, or any other impediment to operations, whether sympathetic or otherwise, by any hourly employee or by the Association.
- 4.2 There shall be no lockout, slow-down of work hours, or discriminating against hourly employees or Association members by the Company.
- 4.3 In the event that labor disputes involving third parties are expected to jeopardize the safety of hourly employees or equipment, the Company and the Association shall immediately discuss arrangements necessary to maximize safety of people and equipment.

ARTICLE FIVE: Management Rights

- 5.1 Subject to the provisions of this Agreement, the Association acknowledges that it is the exclusive function of the Employer to manage its operations and direct the workforce, including but not limited to the following:
 - (a) The right to: maintain order, discipline and efficiency; formulate and enforce rules and regulations, policies and practices to be observed by Employees; change and abolish rules and practices; and discipline and suspend and discharge Employees for cause.
 - (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, layoff and recall Employees subject to the provisions of this Agreement.
 - (c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery and equipment and Employees shall be vested in the Company, including the right to determine the location of operations and the expansion, curtailment or discontinuation of operations; the right to decide on the number of Employees needed by

the Company at any time and the number of hours and days to be worked and starting and quitting times.

- 5.2 Except to the extent expressly limited by the specific provisions of this Agreement, the Company reserves and retains exclusive rights to manage the business.

ARTICLE SIX: Grievance and Arbitration Procedure

- 6.1 Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of the Agreement, such difference must be settled without stoppage of work, slow-down or any other impediment to operations, by following the procedure specified below:

6.1.1 Complaint:

Differences shall initially be considered complaints and shall be discussed by the hourly employee and his supervisor with the intent of resolving the difference immediately, Hourly employees may elect to have an Association Representative present during the meeting with their Supervisor.

6.1.2 Grievance

A complaint not resolved in this manner may be considered a grievance provided it is submitted in writing to the Branch Manager within fifteen (15) calendar days of the incident giving rise to the difference. If a resolution is reached by the parties, the terms of settlement shall be recorded in writing. Failing satisfactory settlement, the company shall provide a written response to the grievance, and within twenty (20) days of the grievance having been submitted it may be advanced to Arbitration.

6.1.3 Arbitration

- (a) The party referring a grievance to Arbitration will name its proposed single Arbitrator for appointment. If the parties do not reach agreement on a single Arbitrator, each party will name their Nominee to an Arbitration Board and the Nominees will select a Chairman within ten (10) days of the latter of them being named. If the Nominees do not reach agreement on a Chairman, either party may request the Federal Minister of Labour to appoint a Chairman.
- (b) The decision of the Arbitrator, or majority of the Arbitration Board, shall be specifically limited to the subject of the grievance submitted and the Arbitrator shall have no authority to amend, alter or change any provisions of the Agreement.

- (c) The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties, subject to (b) above.
- (d) The parties shall pay the expenses of their Nominees, if any, and shall equally share all other expenses, including those of the Chairman.
- (e) The limits specified in the Grievance and Arbitration Procedure may only be extended by mutual agreement expressed in writing.
- (f) Should the employee or the Association fail to adhere to any time limit under this Article, the grievance shall be deemed abandoned unless the Company has agreed in writing to waive the time limit.
- (g) Should the Company fail to adhere to any time limit under this Article the Association shall be at liberty to advance the grievance to the next step

ARTICLE SEVEN: Safety

- 7.1 It is the mutual advantage of both the Company and hourly employees not to operate equipment that is not in safe operating condition. It shall be the duty of the hourly employee to promptly report all defects in equipment. Hourly employees shall also complete and submit vehicle inspection reports daily or as required by law.
- 7.2 In the interest of safety, it is the responsibility of the member to report for work properly rested and not under the influence of alcohol or drugs as outlined in Mantei's Substance Abuse Policy.
- 7.3 The Company agrees that no vehicle accident shall be classified as preventable without first completing an investigation. The Company further recognizes the right of the Association to represent any hourly employee in appealing any classification deemed questionable before the accident is reported to the Alberta Motor Transport Association (referred to as AMTA).
- 7.4 Where personal protective equipment is required (e.g. breathing apparatus) employees will be required to remove facial hair that may obstruct the proper and/or safe use of such equipment.
- 7.5 Safety meetings are paid time as per 14.8 and may be held 4 times per year. Attendance is mandatory.
- 7.6 PDIC & 1st Aid courses will be provided by the company, but taken on the employees' own time. There is no wage compensation for these courses.

- 7.7 The parties agree to comply with Hours of Service regulations in Canada and the United States. Hourly employees shall maintain such related records as may be required by law or by Company Policy for that purpose.

ARTICLE EIGHT: Incidents and Accidents

- 8.1 When an incident or accident occurs, involving an Association member, immediate action may be taken to insure the safety of the public, equipment and cargo. A fact finding investigation must be held before any permanent disciplinary action by the company can be taken. An accident review committee shall consist of a Management Representative, and an Association Representative, the driver involved and one other driver. If the member involved in the incident is satisfied with the decision of the fact finding committee, he must indicate so in writing. If not, then a grievance may be submitted pursuant to Article 6.1.2.
- 8.2 All fact-finding meetings are to be headed by the Management Representative.
- 8.3 All incidents involving drivers and the company must be reported immediately and followed up in writing to the Terminal Manager or his or her appointed representative within 24 hours of the incident.
- 8.4 When minor incidents occur, a written warning will be given to the Driver.
- 8.5 All vehicle accidents or spills must be reported immediately as required by law and/or Company Policies. Failure to do so could be grounds for dismissal.

ARTICLE NINE: Seniority

- 9.1 During an Employee's first ninety (90) calendar days, they shall be considered a Probationary Employee and at any time during this period his employment may be terminated with or without cause and such termination shall not be subject in any manner to the grievance or arbitration procedure.
- 9.2 Seniority shall be recognized only where specifically referenced in this Agreement.
- 9.3 Employees' seniority date shall be established as of the first date they hire on with the Company subject to Article 9.7.d.
- 9.4 Where due to a shortage of work in a branch a lay-off of hourly employee(s) is required, the most junior hourly employee(s) in the branch will be laid off first, provided more senior hourly employee(s) are available and qualified to do the required work. Callbacks will be in reverse order of the lay-offs.
- 9.5 Full time job vacancies and more complex work assignments within the scope of the bargaining unit shall be posted and applicant employees selected on the basis

of qualifications, skill and ability. Where two (2) or more Employees possess equal qualification, skill and ability, selection shall be made based on seniority.

- 9.6 Vacancies referred to in Article 9.5 above, shall be posted for a period of five (5) calendar days. The posting shall provide details of the nature of the position required. Vacant job assignments shall provide details of the assignment required. The fact of job postings will be broadcast through in-cab communication with details of job postings posted in the branch.
- 9.7 An Employee shall lose their seniority and forfeit all rights and the Company is under no obligation to rehire when:
- (a) the Employee resigns or retires,
 - (b) the Employee is discharged for just cause,
 - (c) the Employee overstays their authorized leave of absence, without justification acceptable to the company.
 - (d) the Employee is absent without authorized leave in excess of three (3) consecutive shift days, without justification acceptable to the company,
 - (e) the Employee is absent due to lay off of 90 consecutive days or more,
 - (f) the Employee fails to return to work from layoff on the day stipulated by the Employer after having been notified to do so by the Company by phone or by couriered letter, or
 - (g) while on layoff, the Employee fails to notify his Supervisor in writing of a change in address and/or telephone number, resulting in the Company's inability to recall the Employee to work.
- 9.8 A seniority list for each branch will be given to the Association to be posted in the driver's room of the respective branches as requested.
- 9.9 Seniority will remain intact during written authorized "leaves of absence" as per Company Policies.
- 9.10 Seniority will not apply to Lease Operators. They are considered sub-contractors.

ARTICLE TEN: Part-Time Employees

- 10.1 Part-time employees will be used only when qualified full-time hourly employees are not available to do the work. And only if the load timing is critical.

ARTICLE ELEVEN: Joint Occupational Health & Safety Committee

- 11.1 The parties agree that it is to their mutual benefit to pursue constructive relations and effective communication.
- 11.2 This will be achieved by assigning one Association member to the Joint Occupational Health & Safety Committee. This member will be responsible for these communications between the Company and the Association.

ARTICLE TWELVE: Annual Vacations & General Holidays

12.1 Annual Vacations

- 12.1.1 The Company shall determine vacation scheduling and changes, and the number of employees on vacation at any one time. Vacation shall be scheduled by seniority, provided employees remaining at work have the present ability to perform the available work in a proficient manner. No more than two (2) weeks of vacation time may be taken off by an employee between 21 June and 20 September (the summer months).
- 12.1.2 The Company's vacation year will be from 15 April to 14 April. A notice will be posted on 15 March each year, requesting employees to state their preferred choices of dates for vacation time off. The notice will be removed by the Company at the end of March, and the vacation schedule prepared and posted. Requests to reschedule periods of vacation time off after the vacation schedule has been prepared and posted will be considered by the Company; however, the requested changes will not be made if, in the opinion of the Company, the rescheduling will interfere with the vacations of other employees or with the Company's operating needs.
- 12.1.3 **Vacation Pay:** Employees' vacation pay begins to accrue from each employee's date-of-hire, and each employee's date-of-hire is his or her anniversary date for the purposes of Article 12.1. Between an employee's date-of-hire and his or her fifth (5th) anniversary date, he or she shall accrue Vacation Pay at four percent (~~4%~~) of his or her earned gross regular wages. Between an employee's fifth (5th) anniversary date and his or her eleventh (11th) anniversary date, he or she shall accrue Vacation Pay at six percent (6%) of his or her earned gross regular wages. Between an employee's eleventh (11th) anniversary date and his or her fifteenth (15th) anniversary date, he or she shall accrue Vacation Pay at eight percent (8%) of his or her earned gross regular wages. Between an employee's fifteenth (15th) anniversary date and his or her nineteenth (19th) anniversary date, he or she shall accrue Vacation Pay at ten percent (10%) of his or her earned gross regular wages. After an employee's nineteenth (19th) anniversary date, he or she shall accrue Vacation Pay at twelve percent (12%) of his or her earned gross regular

wages. Vacation Pay accrued during any vacation year may be paid to the employee as income during vacation time off in the subsequent vacation year.

12.1.4 **Vacation Time Off** An employee shall not be entitled to vacation time off between his or her hire-on-date and his or her first (1st) anniversary date. Between an employee's first (1st) anniversary date and his or her sixth (6th) anniversary date, he or she shall be entitled to two (2) weeks vacation time off annually. Between an employee's sixth (6th) anniversary date and his or her twelfth (12th) anniversary date, he or she shall be entitled to three (3) weeks vacation time off annually. Between an employee's twelfth (12th) anniversary date and his or her sixteenth (16th) anniversary date, he or she shall be entitled to four (4) weeks vacation time off annually. Between an employee's sixteenth (16th) anniversary date and his or her twentieth (20th) anniversary date, he or she shall be entitled to five (5) weeks vacation time off annually. After an employee's twentieth (20th) anniversary date, he or she shall be entitled to six (6) weeks vacation time off annually.

12.1.5 Notwithstanding the language expressed in Articles 12.1.3 and 12.1.4, the parties agree that the intent of that language is to capture the meaning expressed by Arbitrator David G. Tettensor in the 25 January 2010 arbitral award between these parties, cited as: *Petro Chem Driver's and Maintenance Assn. Inc. v. Mantei's Transport Ltd.*, [2010] C.L.A.D. No. 36 (QL), 2010 CarswellNat 964 (WL Can). If there is conflict between the language expressed in Articles 13.1.3 and 13.1.4 and the outcome of the 25 January 2010 arbitral award, the outcome of the 25 January 2010 arbitral award shall prevail.

12.1.6 If an Employee requests, but is not granted, vacation time and does not show up for work during the time requested, the employee may be subject to disciplinary action or dismissal.

12.2 **General Holidays**

12.2.1 The following will be observed as General Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

12.2.2 Eligible Employees will be paid for the regular number of hours which would have normally been worked by them on the statutory holiday at the Employees regular straight time rate of pay, Highway and Urban drivers shall be paid ten hours at their regular straight time rate of pay.

12.2.3 An Employee required to work on any of the above designated statutory holidays will be paid for the regular number of hours which are worked by him on the actual statutory holiday plus time and one half (1½ x) their regular straight time rate for hours worked on the actual statutory holiday.

12.2.4 Where one or more General Holidays occur during a vacation granted to an Employee, the vacation to which the Employee is entitled may be extended by one day for each such holiday, and the Employer shall pay to the Employee in addition to the vacation pay the wages to which the Employee is entitled for those General Holidays.

12.2.5 An Employee is not entitled to General Holiday pay:

- a) If the Employee does not work on a General Holiday and during the thirty days immediately preceding the General Holiday, the Employee is not entitled to wages for at least fifteen days;
- b) For a General Holiday on which the Employee did not report for work after having been called to work on that day; or
- c) For a General Holiday in respect of which the Employee makes himself unavailable to work in accordance with the conditions of employment in the industrial establishment in which the Employee is employed.

ARTICLE THIRTEEN: Wages

13.1 Remuneration:

Drivers are paid biweekly and rates of pay will be determined by Appendix A. All drivers will be paid hourly based on trip standards and extra duty hours from their log records that are explained on the trip report.

A work week is from midnight Saturday to midnight the following Saturday. Shifts that fall on the cut off will be paid as a full shift on the pay period that has the majority of the worked hours.

Note: unexplained on duty time, lunch, coffee, and sleeping are to be considered off duty hours. Off duty time will be paid in certain circumstances such as: When he/she is held up due to extreme weather, road conditions, approved waiting time, etc. The explanations must be noted on the trip report and bill of lading to be paid.

13.2 Overtime

Highway Drivers: Overtime is paid at the rate of one and one half times the regular rate and is payable after sixty (60) hours per week or ten (10) hours per shift whichever is the greatest benefit to the employee.

Urban Drivers Overtime is paid at the rate of one and one half times the regular rate and is payable after forty-five (45) hours per

week or nine (9) hours per shift whichever is the greatest benefit to the employee.

13.3 **Pre & Post trip Inspections:**

Pre trip and post trip inspections will be paid at the regular hourly rate to a maximum time of 15 minutes each. Excess time documented in detail on the trip report, with unit #'s of units waiting in line etc. may be paid. Breakdown & delays on route are paid at the regular rate of 10 hours per shift or if less than 10 hours the actual time delayed. Roadside inspections as required by law will be paid at the regular hourly rate to a maximum time of 15 minutes each.

13.4 **Trip Standards:**

Should any trip exceed the trip standard by 15 minutes or more, the Driver will be paid the excess time, For example if the trip standard was 4 hours, and it took 5 hours, the extra hour of time would be paid (provided there was a legitimate reason for the extra time). All time will be recorded and the reason for the extra time must be explained on the bill of lading and trip report. The trip standards accurately reflect times based on actual experience. The standards currently in place are representative of the average. If total time exceeds the trip standard, and the extra time is not explained, the trip standard time will be paid. There are extenuating circumstances when extra time is paid. These are for delays caused by the loading terminal breakdown or other such delays where the Company can normally bill the customer for a delay. These will continue to be assessed on an individual basis.

13.5 **Call In**

When an employee reports for work at the commencement of his regular shift and he has not been notified via telephone or voice mail, prior to the commencement of his shift, that work is not available to him, he shall be paid four (4) hours at his regular rate of pay. To be eligible to receive the call in pay, employees must maintain and provide the Company with an active telephone number with voicemail or an answering machine. It is incumbent on employees to check their voicemail or answering machine prior to commencing their shift.

13.6 **Leaves of Absence**

13.6.1 The Operations Manager, or a Director must authorize in writing any "leave of absence."

13.6.2 **Sick Leave**

13.6.2.1 To benefit from a sick leave of absence the Employee must have completed three (3) consecutive months of continuous employment prior to the absence.

13.6.2.2 Pay for sick leave of absence shall not exceed twelve (12) months.

13.6.2.3 The Company reserves the right to request a Medical Certificate from a medical practitioner certifying that the Employee was incapable of working due to illness or injury or disability for a specified period of time.

13.6.2.4 The Company shall continue employee benefits to Employees on sick leave of absence under the same terms and conditions as if the Employee continued working for a period not to exceed twelve (12) months.

13.6.2.5 If employee benefits premium contributions from Employees on sick leave of absence are required under the applicable insurance plan, the Employee continues to be responsible for his or her share and must pay those premium contributions within a reasonable time during the sick leave of absence. If the Employee does not pay his or her portion, his or her participation in the Plan will be terminated.

13.6.2.6 Where the Company has reasonable cause to suspect that an Employee is abusing sick leave, the Company may require the Employee to produce a Medical Certificate.

13.6.3 Bereavement Leave

13.6.3.1 Employees are entitled to bereavement leave on any working day that occurs during the three days immediately following the death of a relative (includes the day of the funeral and one day traveling time (if required) immediately following the funeral). Relatives are to include; parents, grand parents, spouse, common-law spouse, son, daughter, stepchild, sister, brother, father-in-law, mother-in-law, grandchildren or any relative of the Employee who permanently resides with the Employee. Employees continuously employed for three consecutive months are entitled to bereavement pay. Bereavement pay covers only scheduled working days.

13.6.4 Maternity & Parental Leaves

13.6.4.1 The parties adopt the relevant provisions of the *Canada Labour Code*.

13.6.5 Voluntary Leave

13.6.5.1 Voluntary (unpaid) leave of absence may only be granted for reasons other than alternate employment.

13.6.5.2 Voluntary (unpaid) leave of absence will only be granted at the sole discretion of the Company, and must be requested by the Employee in writing.

13.6.5.3 Employee benefits may remain in effect during a voluntary (unpaid) leave of absence under the same terms and conditions as if the Employee continued working for a period not to exceed three (3) months.

13.6.5.4 If employee benefits premium contributions from Employees on voluntary (unpaid) leave of absence are required under the applicable insurance plan, the Employee continues to be responsible for his or her share and must pay those premium contributions within a reasonable time during the voluntary (unpaid) leave of absence. If the Employee does not pay his or her portion during the first three (3) months of a voluntary (unpaid) leave of absence, his or her participation in the Plan will be terminated. After the first (3) months of a voluntary (unpaid) leave of absence, 100% of the benefits premium contributions will be the sole responsibility of the Employee, failing which his or her participation in the Plan will be suspended.

13.7 **Meetings**

If an Employee is requested attend Fact Finding Meetings, Continuous Improvement Meetings, Quality Team Meetings, or Training for which there is no category on the pay scale, he/she will be reimbursed his/her actual time attended at his/her regular rate of pay. This amount will be independent of the Employee's regular salary, Safety Meetings will be paid at 3 hours at the current base rate.

13.8 **Special rates of pay**

Any new operations of job classifications shall be submitted to the Association within 30 days for approval and addition to the Agreement. When a driver's primary work assignment is changed the driver's pay rate shall be adjusted at the next pay period.

13.9 **Designated Trainers**

Designated Trainers will be paid an additional hourly rate for the time spent instructing a trainee in accordance with the attached Rates & Differentials Schedule.

13.10 **Shift Differentials:**

Shift Differentials will be paid in accordance with the attached Rates & Differentials Schedule.

ARTICLE FOURTEEN: Benefits

- 14.1 It is mandatory for full time Employees after 3 months employment with the company, have group benefits coverage.
- 14.2 Health & Dental coverage will be at 80% for the first two years of employment, and 100% coverage thereafter.
- 14.3 Employees may opt out of health, dental & vision care if there is existing coverage with a spouse. Life and disability coverage are mandatory.
- 14.4 The Employee pays the life & disability portion of the premium and additional premium for health & dental to a maximum of 50% of the total premium deducted over two pay periods per month. The Company pays the other 50%.
- 14.5 Employees are entitled to participate in the Company's Individual Employee Bonus Plan.
- 14.6 It is the intent of the Company to maintain an RRSP Program as follows:
 - 14.6.1 All permanent full-time professional drivers are eligible.
 - 14.6.2 To participate, Employees can contribute a percentage of their base salary, and can receive an equal contribution from the Company to the maximum listed in 14.5.4.
 - 14.6.3 50% will be matched to your RRSP account each month, and the balance will be deposited the following January provided the Employee is still employed fulltime as of the annual deposit date.
 - 14.6.4 Maximums are:

0-3 years	3%
4-9 years	4%
10+ years	5%

ARTICLE FIFTEEN: Uniforms & Gloves

- 15.1 The Uniform and Personal Protective Equipment Policy will become effective after 90 days on the job. When a uniform is issued to an employee it is mandatory that he/she wear the uniform during all working hours. Uniforms will be provided and enforced as per the attached Uniform and Personal Protective Equipment Policy.
- 15.2 **Gloves:** Drivers will be supplied gloves on an exchange program at a maximum per month of one pair of orange lined in the winter and two unlined pair of blue smooth, gripped, rubber or leather in the summer at no cost to the driver. Any

item over the allotted amount will be deducted from the Employee's pay at the current cost.

ARTICLE SIXTEEN: Extended Trips

- 16.1 Reasonable on road shower expenses for extended trips will be reimbursed by the Company after a receipt is submitted.
- 16.2 Extended trips requiring the driver to use the sleeper as his/her accommodation for more than two days will be allowed one night's reasonable accommodation on the third night in a motel, at the Company's expense when a pre-authorized Purchase Order is issued by the driver's supervisor.

ARTICLE SEVENTEEN: Company Purchases (Acquisitions/Mergers)

- 17.1 In the event a Company is purchased or taken over by Mantei's Transport the commitments by Mantei's Transport to the employees of the new operation will be honored as necessary to provide a smooth integration.
- 17.2 Management reserves the right to honor Labour Agreements made to the employees of the Company that is taken over until that Agreement expires at which time the new employees will integrate into the Pay and Benefits Schedule between the Association and Mantei's Transport.

ARTICLE EIGHTEEN: Duration/Term

- 18.1 Except as herein provided, upon ratification this Agreement shall become retroactively effective on the 5th day of November 2010 and shall be in full force and effect up to and including the 4th day of November 2012, and from year to year thereafter unless either party gives notice of its desire to terminate the Agreement or commence negotiations to amend the Agreement. Notice to commence negotiations shall be given no less than thirty (30) days and not more than ninety (90) days prior to the nominal expiry date of this Agreement.

Signed the 4th day of March 2011

For the Association

For the Company

Bruce Lawson.



Mal Weston.



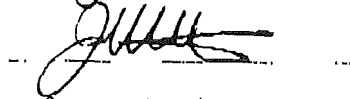
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Jurgen Martei



Ron Addison



DEFINITIONS – DRIVERS PAY SCALE – BULK FUEL

1. **Base Rate** – Regular Full–time rate to which all other applicable categories are added. This rate covers all units.
2. **Probation Rate** – This is the base starting rate for new drivers. Although all new drivers are on a 90 day probation, the Company may choose to move this rate up to the Base Rate in #1, at their discretion.
3. **Training Rate** – The rate of pay that a new trainee will receive while doing his/her On-Road Training and classroom instruction.
4. **Annual Anniversary increase** – 10 cents per hour will be added to the base rate at the 1st anniversary date of full time or part time employment, and each annual anniversary thereafter.
5. **Each 5th Year Anniversary** – At each 5th year anniversary an additional 15 cents will be added to the base rate for full time employees.
6. **Operates Designated Urban Truck** – drivers operating a unit designated by the Company as an Urban truck.
7. **Operates Designated U.S. Truck** – drivers operating a unit designated by the Company as a U.S. truck.
8. **Ice Road / Off Road Deliveries** - The delivering driver will be paid a per hour differential for the off road portion of the delivery.
9. **Night Shift Differential** – A night shift differential will be paid for all regularly **designated** shifts, where the primary work is required to begin between 2 pm and 8 pm.
10. **U.S. Deliveries** – A U.S. delivery differential will be paid for all loads delivered into the United States, or loads originating in the United States and delivered into Canada.
11. **Mines** – A mine delivery differential will be paid for all mine deliveries.
12. **Urban Deliveries** – a differential will be paid for any urban delivery not already paid in #6 for the urban portion of the trip. Urban is defined as within a 25 mile radius and applies to the City of Calgary and City of Edmonton only.

13. **Driver Trainer** – Number of driver trainers to be determined by management, and appointed at management discretion.

Driver trainers will be paid an additional hourly rate for training trips. It will be mandatory that evaluation forms be completed for each training trip. Drivers to be paid off of the evaluation forms only.

14. **Driver Coach** – The number of driver coaches required will be determined and appointed at management discretion. Driver Coaches will be paid in accordance with the attached Rates & Differentials Schedule.

15. **Washing** – Drivers will be paid a flat rate from the wash sign up sheet as per the pay scale.

Rates & Differentials Schedule

Effective December 5, 2010

Base Rate:	Per Hour	\$23.28
Probation Rate:	Per Hour	\$15.00
Annual Anniversary increase	Per Hour	\$00.10
Every 5th anniversary additional amt (full time)	Per Hour	\$00.15
operates designated Urban Truck'	Per Hour	\$01.00
Operates Designated U.S. Truck'	Per Hour	\$01.00

**Cannot be combined with Urban or US differentials

Differentials:

Ice / Off Road Deliveries (see definition)	Per Hour	\$05.00
Night Shift Differential (see definition)	Per Hour	\$03.00
U.S.A. Deliveries	Per Hour	\$01.00
Mine Deliveries	Per Hour	\$01.00
City Deliveries	Per Hour	\$01.00

Special Rates

Driver Trainer (training time additional)	Per Hour	\$05.00
Driver Coach (additional)	Per Hour	\$05.00

Tractor & Trailer Washing:

Tractor	Flat Rate	\$15.00
Tractor & Semi	Flat Rate	\$20.00
Tractor & Train	Flat Rate	\$25.00

Quarterly Safety Meetings	3 Hours	@ Base Rate (\$23.28)
Double Team (additional)		20%
Non-smoking incentive	Per Hour	\$00.15

Re-Certification:

TDG	1 Hour	@ Hourly Rate
WHMIS	½ Hour	@ Hourly Rate
CPPI	1 Hour	@ Hourly Rate
Refinery Orientations: includes office & refinery portion (extra time for refinery orientations must be explained)	1 Hour	@ Hourly Rate
PDIC & 1st AID provided by company @ no hourly compensation	N/A	N/A

**New employees will be paid the probation rate for all training requirements

Uniform and Personal Protective Equipment Policy

It is mandatory for all drivers to wear Uniforms issued by the Company & safety equipment when required

The company will provide an allowance of \$300.00 per year (based on each drivers anniversary date) to all full time drivers. (eligible on the next anniversary date after the contract renewal date of Nov 27/05). If the allowance has not been used, it will not be carried over to the next year.

The allowance must first be used towards fire retardant outer wear and must satisfy customer/refinery requirements. The balance of the allowance may be used for the purchase of uniform items listed below.

New Hires will qualify after the 90 day probationary period, and will be eligible for reorder on each driver's anniversary date.

A P.O. must be issued by the branch manager before any orders are placed, or there will be no reimbursement for those items purchased and if charged to the company will be deducted from the employees pay cheque.

Part time drivers and new hires will be loaned coveralls.

- Uniform list:
- Fire retardant outer wear
- Winter Shirt with logo
- Summer Golf Shirt with logo
- Safety Boots
- **Gloves:** Drivers will be supplied gloves at the sole cost to the company on an exchange program at a maximum of
 - 1 pair lined winter gloves per month
 - 2 pair unlined summer gloves per month
- e Safety glasses as required
- e Hard Hat

If an employee leaves employment with Mantei's Transport Ltd. Coveralls purchased and paid in full by the company are required to be returned to the company.

Name (print): _____

Signature: _____

Date: _____

Revised date: Nov 10, 2005