

# COLLECTIVE AGREEMENT

Between

**CASCADE CARRIERS L.P.**  
(Hereinafter referred to as “the Company”)



And



(Hereinafter referred to as “the Union”)

**REPRESENTING ALL DEPENDENT CONTRACTORS OF THE COMPANY**

*Effective January 1, 2016 to December 31, 2019*

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**TABLE OF CONTENTS:**

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Article 1 – Purpose..... 1  
Article 2 – Union Recognition ..... 1  
Article 3 – Management Rights ..... 3  
Article 4 – Grievance Procedure and Arbitration..... 4  
Article 5 – Seniority ..... 6  
Article 6 – Probationary Dependent Contractors ..... 7  
Article 7 – Leaves of Absence ..... 7  
Article 8 – Holidays ..... 9  
Article 9 – Unavailability Periods ..... 9  
Article 10 – Safety and Health ..... 9  
Article 11 – Hours of Work and Schedules ..... 14  
Article 12 – Group Insurance Plan ..... 15  
Article 13 – Anti-Harassment and Discrimination..... 17  
Article 14 – Definitions and General ..... 18  
Article 15 – Maintenance of Standards Clause ..... 21  
Article 16 – Interpretation Committee ..... 21  
Article 17 – Contracting Out ..... 21  
Article 18 – Duration and Renewal ..... 22

Letter of Agreement #1 – Oilfield Qualified Dependent Contractors ..... 23  
Letter of Agreement #2 – Change of Benefits Carriers ..... 25  
Letter of Agreement #3 –Technology and “Drive Cams”..... 26  
Letter of Agreement #4 – Premium Deduction Agreement ..... 27

## **ARTICLE 1 – PURPOSE**

- 1.1 It is the intent and the purpose of the parties hereto that this Agreement will promote and improve harmonious labour relations and constructive discussions for improved working conditions and operations between the Company and the Dependent Contractors covered by the terms of this Agreement and set forth herein the Agreement covering the rates of pay, hours of work, and working conditions.

## **ARTICLE 2 – UNION RECOGNITION**

- 2.1 The Company does hereby recognize Unifor, Local 4050 as the sole bargaining agent for Dependent Contractors covered by this Agreement who provide equipment and driving services to the Company, as per order 9876-U issued by the Canada Industrial Relations Board on June 2, 2010. The Company shall not enter into any discussions or any agreements whether written or verbal with any Dependent Contractor without the written agreement of the Local Union Representative or Unifor National Representative, any such discussion or agreements whether written or verbal shall be null and void.
- 2.2 The Union, as well as the Dependent Contractors thereof, agree at all times to the extent that it may be within their power to further the interests of the trucking industry and of the Company.
- 2.3 The Company recognizes the Union Bargaining Committee of up to four (4) Dependent Contractors for negotiation of any new or revised Agreement and who may be accompanied by duly authorized representative(s) of the Union.

Dependent Contractors shall be represented by the Union Committee, which shall consist of Dependent Contractors elected at each centre of operation of the Company. The Committee and/or Chief Steward may at any time call upon the services of an accredited representative of the Union to assist them. The Company shall designate an individual representative to act in liaison between the Chief Steward and the Company.

The Company shall not discriminate, intimidate, threaten, coerce or act unduly against any of the Dependent Contractors who are members of the Union Committee and who, from time to time, represent other Union Members.

- 2.4 It is mutually agreed that there shall be no strike, stoppage of work, slowdown, lockout or other similar impediment, whether sympathetic or otherwise, during the term this Agreement shall be in force.
- 2.5 The Company will provide a locking 3 foot by 4 foot bulletin board at its branches on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union, the keys shall be held by the union stewards only.

The Union will be provided indirect and timely access to the Dependent Contractors mail slots, or equivalent, for the distribution of Union information to the Dependent Contractors.

The parties to agree to mutually suitable locations

- 2.6 The Company agrees to notify the Union at its business office in the event the Company becomes involved in any controversy with any other Union affecting the jurisdiction of the Union.
- 2.7 Authorized agents of the Union will, upon prior notification to the Company, be granted access to the Company's establishments during working hours for the purpose of investigating conditions related to the Union Agreement, but shall in no way interrupt the Company's working schedule.
- 2.8 a) The Union agrees that due regard shall be given to the Company's operating problems and schedules in the matter of scheduling Union conferences and conventions, when possible.
- b) Dependent Contractors elected/appointed as Union Shop Stewards shall be exempt from all weekend call roster/safety meetings when attending Union business, conventions or general Local meetings. The Union will provide to the Company reasonable notice in writing when such Leave of Absence is required.
- 2.9 All Dependent Contractors covered by the Agreement shall, within the thirty (30) days initial training period, as a condition of employment, have deducted out of wages an initiation fee and dues, and remain in good standing as determined by the Union. The Union dues and initiation fees so deducted shall be remitted by the Company to the designated official of the Union thereof within thirty (30) days after their deduction, together with a list of names of the Dependent Contractors from whom deductions were made and amounts so deducted. The Company shall show the total amount of Union dues deducted on the Dependent Contractors pay slips issued at the end of each calendar year
- The Union will supply the Company with deduction authorization forms and membership applications which shall be signed by all new Dependent Contractors on their date of hire.
- 2.10 The Company agrees to cost share on a 50/50 basis for the Union's cost of printing of the Collective Agreement by a unionized printer. All Dependent Contractors shall be given a copy of the Collective Agreement upon hiring or each time when a new Collective Agreement is reached.
- 2.11 The Union shall appoint or elect Shop Steward(s) and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Steward(s) and shall not discriminate against them for lawful Union activity.
- 2.12 A Steward's duties will in no way conflict with their responsibility for the same quantity of work as other Dependent Contractors. The duties of the Steward(s) will be arranged by the Branch at times when no loss of pay will result. Suspension or termination of a Steward by the Company will be reported to the Union forthwith.
- a) It is agreed that, as a condition of a contract for service, all present Dependent Contractors and all future Dependent Contractors shall become and remain a member in good standing of the Union during the term of this Agreement or renewal or extension thereof.

- b) The Company shall notify the Union and Shop Stewards each month of the names, addresses and phone numbers of the new Dependent Contractors.
- 2.13 On a quarterly basis all current names, addresses, telephone numbers and truck numbers of Dependent Contractors will be supplied to the National and Local Union.
- 2.14 In any instance where a merger takes place, or the Company purchases the operating rights of another Company, the Company will meet with the Union to discuss the possible transfer and seniority rights of any Owner Operators who may be transferred.
- 2.15 The provisions of Part I, Chapter L-2, Section 44 of the Canada Labour Code dealing with successor rights and obligations are recognized by the parties.
- 2.16 The Company agrees it will not use any leasing equipment/driver for the purpose of evading this Agreement
- 2.17 It shall not be a violation of this Agreement for any Dependent Contractors to post the Unifor Union label in a conspicuous place in the cab of the vehicle or equipment he/she is operating.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the right of the Company, its successors and assigns to continue to exercise the functions of management.
- 3.2 The Union recognizes the Company's right to sell, transfer, assign, lease or contract with respect to the disposition by the Company of any of its equipment or operations provided that such sales, transfers or contracts are not attempted for the purpose of evading this Agreement.
- 3.3 The Company covenants that it has no intention of transferring all or any part of any equipment or operation to any third party during the term of this Agreement which results in any third party providing services or equipment which would replace services or equipment provided or operated by Dependent Contractors subject to this Agreement, and that the term "third party" shall mean and include all Company affiliates, lessees, etc.
- 3.4 It is further agreed that no Dependent Contractor-owned trucks or tractors shall be operated by any drivers or persons not subject to the terms of this Agreement unless Dependent Contractors subject to this Agreement are not available.
- 3.5 When driving Company-owned trucks or tractor equipment, all Dependent Contractors shall be subject to applicable terms and conditions of this Agreement. Neither the Company, nor the Union, nor any Dependent Contractor shall make any written or verbal individual agreement relating to matters of Labour Relations or any other matter covered by this Agreement.
- 3.6 The Union recognizes the right of the Company to, from time to time, make, alter and enforce rules and regulations governing general Company Policies and Procedures found in the Company Driver Manual to be observed by Dependent Contractors, which rules and regulations shall be published and made available to Dependent Contractors

yearly and shall not be inconsistent with the provisions of the Agreement. The Company shall provide the Union with copies of any such rules and regulations yearly.

- 3.7 A copy of the current Drivers' Manual is to be supplied to each Dependent Contractor and to the Union yearly.
- 3.8 Any changes/amendments to the Drivers' Manual are to be conveyed to the Union and the Dependent Contractors in writing within thirty (30) days of their effective date.

#### **ARTICLE 4 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 4.1 The grievance procedure shall apply to matters covered by this Agreement or any other Agreement that may be mutually agreed upon by the Company and Union from time to time.
- 4.2 During the probationary period the Company will have the sole right to retain or release a Dependent Contractor from Company service for validated service or work-related issues which will be conveyed in writing to the Dependent Contractor and the Union. With this exception, the Dependent Contractor has access to the grievance procedure, related to the terms and conditions of the Agreement.
- 4.3 Should any difference arise between the Company and any Dependent Contractors concerning the interpretation, application, operation or violation of this Agreement, the parties to the Agreement shall settle the matter as hereinafter provided:
  - Step 1 The Dependent Contractors involved, with the Shop Steward or designate, within seven (7) days of the knowledge of the incident giving rise to the complaint, shall take the matter up in writing with the immediate Supervisor and endeavour to settle the difference. The immediate Supervisor shall respond in writing within seven (7) calendar days of the grievance.
  - Step 2 If the question is not satisfactorily settled within ten (10) days following completion of Step 1, the Union will take the question up with Management and same will be reduced to writing. Management will give a written decision within fourteen (14) days.
  - Step 3 In the event of disagreement after compliance with the aforementioned clauses, the grievance shall be reduced to writing and referred to a one-person Arbitrator; the Department of Labour will be asked to name one. The Arbitrator will meet jointly with both parties as quickly as possible to hear the dispute; each party may make both written and oral presentation. The decision of the Arbitrator will be final and binding on both parties. If the Union fails to notify the Company within thirty (30) days of completion of Step 2 above of the Union's intention to proceed to Arbitration, the grievance is considered dropped.
- 4.4 Each party will bear their own costs of arbitration and equally share costs of the Arbitrator.
- 4.5 Whenever possible, all grievances will be dealt with during regular working hours without loss of earnings.

- 4.6 No Dependent Contractor (except a Dependent Contractor during their three (3) month probationary period) shall be dismissed without first having a fair and impartial hearing by the supervising officer. The Union and the Dependent Contractor shall both receive forty-eight (48) hours notice of the hearing and the reason therefore. In emergency cases in which Company officials believe that the safety of the public is endangered, the Dependent Contractor may be held out of service prior to the hearing.

The Union shall be provided with a copy of the Dependent Contractor's personnel file at the time notice of the hearing is given. If, at completion of the hearing, it is still the Company's intention to terminate the employee, the Union may bypass Step 1 and file a grievance at Step 2.

- 4.7 Except to the extent reasonably necessary for the good conduct of business, no Dependent Contractor is to be reprimanded in the presence of other Company employees or Dependent Contractors.
- 4.8 All discipline older than twenty-four (24) months will be removed from the Dependent Contractor's file and will not be considered in the determination of any other discipline being assessed.
- 4.9 A reprimand must be issued within seven (7) days of the time that the incident giving rise to reprimand comes to the attention of the Company or shall be deemed null and void. No Dependent Contractors shall be disciplined or required to attend any potential disciplinary meetings without a Shop Steward or Union Representative in attendance. If none is available in the seven (7) day time period, the Dependent Contractor must then choose a witness from the bargaining unit who shall attend the meeting along with the Dependent Contractor. A Dependent Contractor shall not be required to sign a reprimand. If the Dependent Contractor decides to sign such reprimand it shall not be interpreted as agreement on the discipline assessed or imposed. The Union shall be copied on all reprimands issued.

4.10 Policy/Group Grievance:

When the grievance has a general application or will affect more than one (1) Dependent Contractor, Step 1 of the grievance procedure shall be bypassed and the grievance shall be submitted in writing by one party to the other at Step 2.

The Company and Union representatives shall meet within ten (10) days of the receipt of the grievance. The party receiving the grievance shall reply to the grievance in writing within ten (10) days of the meeting. If it is not settled at this stage, the grievance may be advanced by either party to arbitration.

- 4.11 The Company agrees that no Dependent Contractor shall be disciplined except for just and reasonable cause.
- 4.12 On reasonable request, any Dependent Contractor will be entitled to look at their own personnel record held by the Company.

## **ARTICLE 5 – SENIORITY**

- 5.1 The following types of seniority shall be recognized:
- a) “Company Seniority” is the total number of continuous months a Dependent Contractor has been on the Company payroll as a Dependent Contractor.
  - b) “Branch Seniority” is the total number of continuous months a Dependent Contractor has been on the Company payroll as a Dependent Contractor. Branch Seniority is lost upon transfer to another Branch.
- 5.2 Seniority shall be established from the date that a Dependent Contractor attains a full-time position. Probationary Dependent Contractors will not establish seniority (except amongst themselves) until having passed their probationary period at which time the Dependent Contractor’s seniority date will be the first day of work as a full-time Dependent Contractor.
- 5.3 Reduction or increase of staff, including lay-off and recall, shall be governed by seniority providing in all cases the Dependent Contractor is qualified to perform the work required.
- 5.4 Separate seniority groups will apply at each Company Branch, i.e. Sherwood Park and, Calgary.
- 5.5 Dependent Contractors desirous of transferring from one Branch to another will make written request and be given first opportunity on the next vacancy provided that the Dependent Contractor is qualified and is the senior Dependent Contractor who has applied. The Dependent Contractor will commence their Branch Seniority again, but retain their Company service date for the purpose of vacation selection entitlement.
- 5.6 Updated Seniority lists will be posted on the Union bulletin board quarterly at each Branch showing the name of the Dependent Contractor and seniority date. A copy of the seniority list will be given to the Branch Chief Steward and the Union office. Verifiable errors shall be corrected by agreement between the Company and the Union.
- 5.7 When more Dependent Contractors are needed than are available in a given branch, then the Company shall post for volunteers to temporarily work out of another branch, such temporary position to be assigned to the most senior applicant, provided the applicant is qualified. The successful applicant’s seniority shall still rest at their original branch.
- 5.8 Where the Dependent Contractors seniority is the same with the Company related to the takeover of the previous company, the names of those Dependent Contractors will be placed on the bottom of the seniority list in the same order of service they held with their former company.
- 5.9 On termination or resignation, all seniority rights are forfeited. A Dependent Contractor absent from work for any legitimate reason recognized by the Company or by this Collective Agreement will have their seniority protected and, upon return, will return to



their former allocated position provided the Dependent Contractor has the necessary qualifications.

5.10 Dependent Contractors who accept positions with the Company that are not covered by the scope of this Agreement will:

a) Have their seniority maintained for a sixty (60) day period. If they have not returned to work on a position covered by the scope of this Agreement within the sixty day (60) period, they shall forfeit all seniority rights and their name will be removed from the seniority list.

5.11 On a temporary basis only, laid-off Dependent Contractors may, by seniority and at the Company's request, work in another Branch utilizing their allocated unit when necessary. Dependent Contractors shall be recalled to their home Branch when work is available.

## **ARTICLE 6 – PROBATIONARY DEPENDENT CONTRACTORS**

6.1 All newly hired Dependent Contractors shall be considered as probationary up to the first ninety (90) calendar days of employment.

6.2 The Chief Steward or designate shall be allowed one half hour (.5) paid time alone with all newly Dependent Contractors within their first twenty (20) days of employment at a mutually agreed-to time.

6.3 A full-time Dependent Contractor shall be one who has completed an initial training period and the probationary period.

6.4 There shall be no responsibility on the part of the Company and the Union respecting employment of probationary Dependent Contractors should they be laid off for lack of work or discharged for just cause during the probationary period but shall be subject to Article 4.2.

## **ARTICLE 7 – LEAVE OF ABSENCE**

7.1 All Dependent Contractors desiring a Leave of Absence for reasons other than vehicle breakdowns, major repairs, illness or injury for longer than fourteen (14) days must obtain written permission from the Company in order to maintain their seniority and active Service Agreement, with a copy to the Union.

7.2 Subject only to the requirements of the Company's operation, two (2) Dependent Contractors from each Branch or division shall be granted Leave of Absence without pay to attend Union meetings and conventions.

7.3 Any Dependent Contractor elected or appointed to a full-time Union position will be granted a Leave of Absence without pay and without losing their seniority date. The Dependent Contractor's benefit package will be discontinued during this period and the Dependent Contractor gives up their posted position. On return, the Dependent Contractor will commence back on their previous posted position.

7.4 Bereavement Leave:

In the event of a death in the Dependent Contractor's immediate family, and upon the request of a Dependent Contractor (who has completed their probationary period), the Dependent Contractor will be allowed three (3) days unpaid leave for attending the funeral and making other arrangements. Immediate family will be defined to include: spouse (including common-law and same-sex), parent, step-parent, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, child, step-child, grandchild, grandparent, father-in-law and mother-in-law, or any relative permanently residing in the Dependent Contractor's household. Upon request a Dependent Contractor may extend their unpaid leave or take such leave for persons not identified above, which shall not be unreasonably withheld.

7.5 Paid Education Leave:

The Company agrees to pay into a special fund effective January 1<sup>st</sup>, 2013 and each year thereafter, two thousand (\$2,000.00) for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the Dependent Contractor's skills in all aspects of trade union functions. Such monies will be paid into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Education Leave Program  
c/o Unifor  
205 Placer Court  
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a Leave of Absence without pay for twenty (20) days class time, plus travel time where necessary, with said Leave of Absence to be intermittent over a twelve (12) month period from the first day of leave. Dependent Contractors on such leave will continue to accrue seniority and benefits during such leave.

7.6 Jury Duty:

A Dependent Contractor who is called for jury selection, jury duty, as a witness or in response to a subpoena in a matter to which the Dependent Contractor is not a party shall be granted an unpaid Leave of Absence to attend provided they provide the furnish proof of jury selections, jury duty or witness attendance. Upon discharge from jury or witness service, the Dependent Contractor shall report to dispatch regarding their availability for work.

## **ARTICLE 8 – HOLIDAYS**

- 8.1 Dependent Contractors shall be entitled to the following days off without pay providing the days off do not coincide with their scheduled on-call weekends and Company obligations as per Article 11.2

New Years Day  
Alberta Family Day  
Good Friday  
Victoria Day  
Canada Day  
August Civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

## **ARTICLE 9 – UNAVAILABILITY PERIODS**

- 9.1 Dependent Contractors shall be allowed up to five (5) weeks of unavailability per contract year. In February of each year a sign-up sheet will be posted at each Branch and Dependent Contractors shall select their unavailability periods in seniority order. After March 31st of each year applications for unavailability periods shall be approved on a first come first served basis. During the months of June, July, August, September and October only two (2) Dependent Contractors at a time shall be permitted to make themselves unavailable as per this clause at each Branch and shall not extend beyond a maximum of two (2) weeks.
- 9.2 All requests to make a tractor unit unavailable for service in excess of four (4) weeks per contract year must be submitted in writing to operations a minimum of four (4) weeks prior to the commencement of the unavailable period for consideration by the Company
- 9.3 Dependent Contractors are encouraged to take a minimum of two (2) weeks of their unavailability periods during seasonal slow times such as Spring Break-up, etc. each contract year. The intent of this paragraph is to reduce capacity during periods of low demand, not to schedule forced unavailability periods for Dependent Contractors.
- 9.4 Dependent Contractors will not be held responsible for the securing of a replacement driver while on unavailability periods, Leaves of Absence, break-downs and/or sick leave.

## **ARTICLE 10 – SAFETY AND HEALTH**

- 10.1 The Company, the Union and the Dependent Contractors shall all cooperate in the matters of safety and health.
- 10.2 It is to the mutual advantage of both the Company and the Dependent Contractors that Dependent Contractors shall not operate vehicles that are not in safe operating condition. It shall be the duty of the Dependent Contractors to report promptly on all defects in equipment. All equipment defects as reported will be inspected and corrected if necessary. The equipment will then be certified as being satisfactory for service and safe for operation and a copy of the original defect sheet shall be made available to the

Dependent Contractors for the next trip. All equipment defective or contaminated shall be tagged (red for defective and yellow for contaminated) and corrected, if necessary.

10.3 Company Duties:

The Company shall institute and maintain all precautions to guarantee every Dependent Contractor a safe and healthy workplace and to protect the environment outside the workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice and guidelines, and all relevant environment laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety, and Environment Committee which shall be known throughout the following Articles as "the Committee."

- 10.4 a) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committees in accordance with the Occupational Health and Safety Act, its regulations, codes of practice, and guidelines. The Union representation on this Committee shall be at least two (2) members chosen by the Union consisting of a least one Company Driver and one Dependent Contractor.
- b) Two (2) co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the Union members' Committee. The other co-chairperson shall be a Company member.
- c) During all absences of the Union co-chairperson, the Company shall recognize an alternate co-chairperson designated by the Union.
- d) The Committee shall assist in creating a safe and healthy place of work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the Health, Safety and Environmental Program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company shall comply with the recommendation of the Committee.
- e) Without limiting the generality of the foregoing, the Committee shall:
- (i) determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
  - (ii) determine that accident and incident investigations have been made.
  - (iii) recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.

- (iv) the Union co-chairperson and alternate shall participate in, and keep a record of, all type of inspections and work refusals.
  - (v) solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - (vi) hold regular meetings maintaining the minimum of at least nine (9) per year as per the Canada Labour Code or more frequently if mutually agreed upon by the Committee or the Company co-chairpersons for the review of:
    - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention.
    - remedial action taken or required by the report of investigations or inspections.
    - any other matters pertinent to health, safety and the environment.
  - (vii) have access to, and promptly receive copies of, all reports and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.
- f) Time spent by members of the Committee in the course of these meetings shall be considered as time worked and Dependent Contractors shall be paid as per Appendix D of the Service Agreement

10.5 Dangerous Circumstances:

- a) The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of workplace, or place external to the workplace which has been, or potentially could be, affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.
- b) If a Committee member determines that dangerous circumstances exist, the Committee member may request the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article, or thing.
- c) If the Company receives a request under 10.5 (b), the Company shall immediately investigate and shall ensure the compliance is effected in a way that does not endanger a person or the environment.

10.6 Part II of the Canada Labour Code provides a Dependent Contractor with three rights:

Right to Know

Through the provisions of the Code, Dependent Contractors have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training and supervision necessary to protect their health and safety

This Right to Know is strengthened by ensuring that the methods of communication are appropriate for all Dependent Contractors.

Through their Health and Safety Committees or representatives, Dependent Contractors are given the right to have access to government or Company reports relating to the health and safety of employees, but do not have access to medical records of any person except with that person's consent.

Right to Participate

As health and safety representatives or Committee members, Dependent Contractors have the right and the responsibility to participate in identifying and correcting job-related health and safety concerns.

Part II of the Canada Labour Code further provides for Dependent Contractor participation through the use of an internal complaint resolution process.

Right to Refuse

A Dependent Contractor at work has the right to refuse dangerous work if he/she has reasonable cause to believe that:

- a condition exists at work that presents a danger to himself or herself;
  - the use or operation of a machine or thing that presents a danger to the Dependent Contractor or a co-worker;
  - the performance of an activity that constitutes a danger to the Dependent Contractor or to another Dependent Contractor.
- a) If a Dependent Contractor exercises their right to refuse, the Dependent Contractor shall immediately notify the Supervisor and a Chairperson of the Committee. The worker shall stand by in a safe place and participate fully in the investigation of the hazard.
- b) At every stage the Company shall ensure that no other worker or Dependent Contractor is asked or permitted to perform the work of the Dependent Contractor who refused.
- c) The Union co-Chairperson or alternate shall, where practicable and/or applicable, fully participate in the investigation at every stage. The Union co-Chairperson or alternate may recommend a reasonable solution to the problem with the

agreement of the refusing, Dependent Contractor which shall be implemented by the Company.

10.7 No Disciplinary Action:

- a) No Dependent Contractor shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- b) No Dependent Contractor shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the Dependent Contractor believes that it would be unsafe or unhealthy to the Dependent Contractor, employee, a fetus, a workmate, the public, the environment or where it would be contrary to the applicable federal, provincial or municipal health and safety or environmental laws, regulations or codes of practice.
- c) For the Dependent Contractor who refuses work under Clause 10.6, and all Dependent Contractors affected by the refusal, and for any direction under Clause 10.6, there shall be no loss of pay, seniority or benefits during the period of refusal.

10.8 Education and Training:

- a) No Dependent Contractor shall be required or allowed to work on any job or operate any piece of equipment until the Dependent Contractor has received proper education, training, and instruction and is Safety Certified by the Company.
- b) The Company will ensure that all Dependent Contractors receive the necessary training to be compliant and legal for all standard job requirements. i.e. WHMIS, Smith, Contamination awareness, Lafarge site orientation.
- c) Each Dependent Contractor shall be required to be re-certified by the Company after any serious safety incident or near-miss, or every three (3) years. In emergency cases in which Company officials believe that the safety of the public is endangered, the Dependent Contractor may be held out of service

10.9 Protective Clothing and Equipment:

- a) Dependent Contractors will be provided the following Personal Protective Equipment at no cost:
  - 1. Non-prescription eye protective devices such as safety glasses and/or goggles.
  - 2. Disposable Hearing Protections.
  - 3. Safety Vest.
  - 4. Hard Hats.
  - 5. Gloves (gloves will be replaced by the Company at no cost to the Dependent Contractor provided the Dependent Contractor returns their worn-out gloves to the Company for replacement).
  - 6. Full respiratory face mask, as per site requirements.

- b) Dependent Contractors are eligible to purchase prescription safety glasses through the Prescription Safety Eyewear Program that is provided by the Company and the cost will be deducted from their monthly pay statement.
- c) The Dependent Contractor shall receive once yearly a pair of Fire Retardant Coveralls providing they agree to be available for all certified / oil patch work and are required for the performance of their duties. For all other one (1) pair of Fire Retardant Coveralls for this agreement. (Must return old ones)

## **ARTICLE 11 – HOURS OF WORK AND SCHEDULES**

- 11.1 The National Safety Code and any other applicable codes, acts or laws shall govern hours of work and Dependent Contractors shall maintain such records as may be required by law or the Company's policy and procedures for that purpose.
- 11.2 On regular scheduled days of work, Dependent Contractors are to contact dispatch daily by 7 pm, if they have not been contacted by dispatch to see if they are required for work. On Friday, Saturday and Sunday and Stat Holidays dispatch will contact all Company Drivers and Dependent Contractors named on the weekend roster. Anytime during the on-call time period, it is the Dependent Contractor's responsibility to maintain contact with dispatch. If dispatch is unable to contact the Dependent Contractors at their designated contact number or alternate number, dispatch will have the option to phone who they wish in order to expedite the load or trip.

The work week shall be defined as Monday to Friday, with Saturday and Sunday as days off, except that all Dependent Contractors shall be on-call every second (2nd) weekend during the months between June and October and every third (3rd) weekend between the months of November to May.

Dependent Contractors that are on-call shall be utilized prior to Dependent Contractors on the voluntary weekend list. Each week the Company shall post a voluntary weekend list for Dependent Contractors wishing to supplement their weekly hours. If the weekend list is exhausted and more Dependent Contractors are required, the Company may, starting at the bottom of the seniority list, initiate the "force-up" list weekly commencing Friday at 3:00 p.m. Dependent Contractors who are not working are required to call in prior to 3:00 p.m. if they have not been contacted by dispatch to see if they are required to work. Dependent Contractors on-call and/or in the "force-up" situation who do not call in if they have not been contacted by dispatch, or refuse work for other than legitimate reasons, may be subject to discipline.

### **Weekend Start Time:**

For the purpose of defining weekend work, the Calgary and Edmonton Branches will adhere to the following:

- a) The weekend Start Time will be 3:00 p.m. on the day before the weekend starts.
- b) The weekend End Time will be 2:00 a.m. on the day after the weekend ends.



- c) Dependent Contractors reporting to work prior to the weekend Start Time will be required to work until they have been released from duty.
- d) Dependent Contractors who are not working on the day before a weekend and who are not on call must be available for duty until 3:00 p.m. on the day before the weekend starts, unless they have been released by their supervisor.
- e) Loads that require departure prior to 2:00 a.m. on the day after the weekend ends will be assigned based on the weekend rules.
- f) Dependent Contractors that are not back by 12:00 noon on the day after the weekend will be placed into the regular rotation.

11.3 Where possible, the Company will operate on an “on-call roster” in rotation order (which shall include all Company drivers and Dependent Contractors) to give as much advanced notice of work as reasonably possible.

#### Weekend Exemption List

In Sherwood Park and Calgary the top three (3) seniority Dependent Contractors (with a minimum of eight [8] years’ seniority) will be exempted from the weekend call roster. Such Dependent Contractors will still be entitled to volunteer for weekend work.

#### 11.4 Training and/or Meetings:

Dependent Contractors are expected to attend scheduled training and or meetings sponsored by the Company. Dependent Contractors are compensated for attending the meetings through the Quarterly Safety and Training Incentive as outlined in Schedule “C” the attached Service Agreement. Dependent Contractors are compensated for scheduled training as per Appendix “D” of the attached Service Agreement.

### **ARTICLE 12 – GROUP INSURANCE PLANS**

The parties agree that should the Company increase the plan through bargaining with the hourly employees or in discussions with the Union at any time, then such increase will be provided to the Dependent Contractor Plan as well.

The Company agrees that should the Union wish to move the Dependent Contractor plan to another carrier or provider they shall be entitled to do so with a minimum of thirty (30) days notice. The Company agrees to provide any necessary figures or statistics to help the Union find costing for another carrier or provider.

- 12.1 a) The Company will provide Dependent Contractors and their dependents, excluding probationary Dependent Contractors, with the opportunity to participate in its Group Insurance Plan, including the following benefits (as defined below and part [d] of this article). The cost of the benefits below, including any and all premiums, shall be paid as per Article 12.1 (f):
  - (i) Hospital Services.

- (ii) Life Insurance – fifty thousand dollars (\$50,000.00).
- (iii) AD&D – fifty thousand dollars (\$50,000.00).
- (iv) Weekly Indemnity – maximum twenty-six (26) weeks - first day Accident/hospitalization – fourth (4th) day illness - weekly rate to maximum five hundred and twenty-five dollars (\$525.00) per week.
- (v) Drug Plan – one hundred percent (100%) coverage. No deductible but dispensing fee may apply (generic drugs unless otherwise medically required by the individual).
- (vi) Major Medical Plan – one hundred percent (100%) coverage. No deductible.
- (vii) Extra Hospital Care – one hundred percent (100%) coverage. No deductible.
- (viii) Dental Plan –

For Dependent Contractors covered under Alberta, the reimbursement would be based on the 1997 Alberta Dental Fee Guide plus the percentage increase agreed upon by the CLHIA.

For Dependent Contractors covered under British Columbia, the reimbursement would be based on the current year's fee guide.

Basic – eighty percent (80%), unlimited maximum, no deductible plan  
 Major – fifty percent (50%), one thousand and five hundred dollars (\$1500.00) yearly maximum.

- (ix) Global Medical Assistance Program – provides medical assistance when required as a result of a medical emergency arising while you or your dependent are traveling for vacation, business or education. Coverage for travel within Canada is limited to emergencies arising more than five hundred (500) kilometres from home.
- b) The Company is responsible for the administration, application, and provision of the benefits of this Article. Any difference arising with respect to the administration, application or provision of any aspect of the benefits of this Article or in the attached Schedule of Benefits will be disposed of in accordance with the grievance and arbitration procedures of this Agreement.
  - c) The benefits set out in this Article, and the eligibility of such benefits, shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of the Union and Employer.
  - d) All schedule information regarding the benefit package shall be signed by both parties to ensure continuity of coverage throughout the term of this Agreement.

- e) Whenever a Dependent Contractor is off work for reasons of WCB or weekly indemnity and their cheque is insufficient to cover their group insurance premiums (Article 12.1), the Dependent Contractor will pay to the Company monthly their portion of the benefits by post-dated cheques.
- f) Whenever a Dependent Contractor is off work for reasons of WCB or weekly indemnity in excess of six (6) months, the benefits will be terminated and be reinstated upon return to work.
- g) Costs shall be as follows:

Family Coverage:

Dependent Contractors holding family coverage will pay one hundred percent (100%) of any Provincial Health Care Premium and Weekly Indemnity, Hospital Services, Life Insurance, AD&D, Drug Plan, Major Medical Plan, Extra Hospital Care, Dental Plan, Health Care, and Global Medical Assistance.

Single Coverage:

Dependent Contractors holding single coverage will pay one hundred percent (100%) of any Provincial Health Care Premium and Weekly Indemnity, Hospital Services, Life Insurance, AD&D, Drug Plan, Major Medical Plan, Extra Hospital Care, Dental Plan, Health Care, and Global Medical Assistance.

**ARTICLE 13 – ANTI-HARASSMENT AND DISCRIMINATION**

- 13.1 All Dependent Contractors are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Canadian Human Rights Act (the “Act”). Prohibited grounds are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

If a Dependent Contractor believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the Dependent Contractor should bring their complaint of harassment or discrimination to the attention of the Company or the Union. If the Company or the Union are not made aware of any issues of harassment or discrimination they may be unable to address such issues.

The Dependent Contractors may:

- a) Tell the person involved as soon as possible how you feel and request that the person stop the conduct you find offensive.
- b) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Manager, Human Resources and/or the National Representative or the Local 4050 President.

- c) The parties will review the complaint and, where warranted, will strike a committee and carry out a joint investigation.
- d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the Joint Committee will be determined by the parties on a case-by-case basis.
- e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- f) All matters brought before the committee will be dealt with the utmost confidentiality.
- g) Any complaint not resolved through this process may be addressed by the Union pursuant to Article 4.

## **ARTICLE 14 – DEFINITIONS AND GENERAL**

### 14.1 Hourly Driving:

Hourly Driving is applicable to hourly driving, Oil Patch, or other designated Off Highway work as described in the Service Agreement.

### 14.2 Bob Tail:

Time spent by Dependent Contractors taking a tractor or empty truck from one destination (branch to branch or otherwise) **or** as per the dispatcher to another **location** without trailer attached on authorized kilometres.

### 14.3 Work Time is defined as:

Documented work time incurred at the Company's request. Work time includes extra loading or unloading in excess of the standard times, which includes waiting at the customer site due to customer issues on scheduled deliveries, bang and blows and splitting trailers upon approval. As well as any time spent in a line up to load at a loading facility once all documentation has been submitted.

### 14.4 Call Out Time:

Minimum of four (4) hours pay at work time rate when Dependent Contractor is called out and reports to work but is not given four (4) or more hours work.

### 14.5 Wait Time is defined as:

Documented wait time includes extra time on site waiting to off load at a customer's site for unscheduled deliveries including wait to offload due to a 3rd party carrier being in the

way. Wait time includes waiting time in the event of Carrier equipment failure, upon approval once all documentation has been submitted.

14.6 It is mutually agreed that the pay rates and classifications set forth in the Service Agreement hereto shall form part of this Agreement throughout the whole of its term. Rates will be paid at no less than shown herein and shall thereby be considered minimum rates of pay.

14.7 Pay Day:

Dependent Contractors will be paid by direct deposit on the tenth (10th) day of each month for all work performed based on the paperwork turned in by the Company timelines in the previous month.

The company agrees to provide an advance by direct deposit on the 25th of each month equivalent to thirty (30%) percent to a maximum of \$2,500 whichever is the least based on the paperwork submitted for the time period between the 1st to the 15th of the month.

14.8 Special rates of pay for any new operations or areas shall be subject to negotiation provided that the Company shall have the right to establish the rate to be paid until the new rate or job classification for the area is agreed upon. The Company agrees to advise the Union office of any such rate within ten (10) days of its establishment, and if no written Union representation is made within thirty (30) days of such notification, the rate will be deemed agreed upon. If no agreement is reached within sixty (60) days of receipt of such written representation, the Union may process a grievance under the Grievance Procedure commencing with Step 3.

14.9 Allocation of Work:

It is agreed upon to have a meeting between the Dependent Contractors, Company Drivers, the Union and the Company within 180 days of ratification in order to finalize the language regarding the allocation of work.

The Company endeavours to distribute work amongst all drivers, both Company Drivers and Dependent Contractors. Such is achieved by rotating the names of the Company Drivers and Dependent Contractors on the dispatch computer screen on a first-in, first-out principle. Work, where applicable, is allocated in regular order from the dispatch computer screen provided that the Dependent Contractor and the equipment are deemed by the Company as suitable.

Dedicated plant or load work (daily runs) that become vacant shall be posted for five (5) calendar days at each depot and the posting will be distributed through the dispatch and satellite system. Dependent Contractors shall apply in writing to the Company and the position shall be awarded to either a Dependent Contractor or Company Driver based on seniority and qualifications to meet customer requirements.

The refusal of a load shall result in the Dependent Contractor being placed at the bottom of the rotation. The Company agrees to post a "special projects" list at each location and

through the dispatch and satellite, such work will be allocated based on seniority and qualifications to meet customer requirements.

All Oilfield work must be allocated to qualified Oilfield drivers, both Company and Dependent Contractors, prior to allocating the work to other Dependent Contractors.

If a difference arises between the Company and any Dependent Contractor concerning the allocations of work, the Shop Steward will contact the Company within two (2) calendar days to arrange a meeting with senior management to investigate the concern. The investigation will include reviewing all relevant documentation including the computer printout.

- 14.10 If an error occurs in the payroll computation of a Dependent Contractor's paycheque, and the amount is equivalent to three hundred dollars (\$300.00) or more, the Dependent Contractor shall be entitled upon request to receive the amount (minus applicable deductions) within the next business day. In printing the monthly statement, the Company agrees to highlight all changes with the appropriate column so as to signify that Dependent Contractor's claim has been adjusted.
- 14.11 The Company will provide a copy of current mileage distances for its regular lanes and any amendments from time to time. A copy will be posted at each Company Branch.
- 14.12 Any Dependent Contractor allocated on a daily run shall sit out work for twenty-four (24) hours after their last scheduled shift on the allocated run prior to being placed on the rotation board unless the workload requirements demand otherwise.
- 14.13 "Continuous Service" is defined as the period of time from date of hire as a Dependent Contractor to termination of Service Agreement
- 14.14 a) The "Company" shall mean and refer to Cascade Carriers L.P.
- b) The "Union" shall mean and refer to the National Automobile, Aerospace, Transportation, and Unifor Local 4050.
- c) "Dependent Contractor" shall mean and refer to a person who provides and operates equipment for the service of the Company.

This Agreement shall apply to all Dependent Contractors who provide and operate such equipment to the Company. Wherever the term "Dependent Contractor" appears in this Agreement or is used by the Company it shall also mean Lease Operator and Owner Operator as well

- d) Whenever the use of the male gender appears in this Agreement, it shall also include the female gender.
- e) Service Agreement:

An agreement, between the individual Dependent Contractor and the Company, which details terms, rates, conditions and methods of payment for services provided. Where a dispute arises in language interpretation between Collective Agreement and the Dependent Contractor Service Agreement, the Collective Agreement interpretation will prevail. The Service Agreement is deemed to be

part of the main Collective Agreement and is non-changeable or negotiable without the written consent and involvement of the Local or National Union; all rates, terms, conditions and methods of payment shall be considered as minimums. Service Agreements shall be signed yearly by each Dependent Contractor and, at time of hiring, the Union shall receive a copy of each Dependent Contractor Service Agreement

- 14.15 No Dependent Contractor shall operate more than one (1) power unit (truck) with the Company at any time. The Union agrees to red circle any Contractors currently operating more than one power unit as of August 1st, 2010. Such Contractors can continue to operate their extra power units but those power units may not be replaced with another power unit when they are due to be replaced or are no longer needed. Such red circled Contractors shall have seniority assigned to their extra power units for the purpose of dispatch only and shall pay dues to the union for each of their extra power units.
- 14.16 The Company shall maintain all Peoplesnet communication from the Dependent Contractors for a period of six (6) months time.

#### **ARTICLE 15 – MAINTENANCE OF STANDARDS CLAUSE**

- 15.1 Every Dependent Contractor who is subject to the provisions of this Agreement shall be entitled to the highest standards respecting their working conditions and such standards, if superior to the terms of this Agreement, will be maintained.

#### **ARTICLE 16 – INTERPRETATION COMMITTEE**

- 16.1 The terms and conditions of this Agreement may be amended, added to or otherwise changed from time to time as mutually agreed upon in writing between the Company and the Union.

#### **ARTICLE 17 – CONTRACTING OUT**

- 17.1 It is expressly understood and agreed that the Company shall not contract out, let, or sublet bargaining unit work including any work that would normally be performed by bargaining unit Dependent Contractors if by so doing a bargaining unit Dependent Contractor would be laid off, lose hours or revenue or such contracting out would prevent the recall of a laid-off Dependent Contractor.

#### **ARTICLE 18 – DURATION AND RENEWAL**

- 18.1 Except as herein provided, this Agreement shall become effective on the 1st day of January 2018, and shall remain in full force and effect up to and including the 31st day of December 2019, and from month-to-month thereafter unless either party gives notice of its desire to terminate the Agreement or commence negotiations to amend the Agreement. Such notice shall be given no more than ninety (90) days prior to the termination date of this Agreement.

2016 – 0% increase

Collective Agreement between Cascade Carriers LP and Unifor Local 4050

2017 - 0% increase. \$500.00 Maintenance credit for in house work orders to be used in 2018  
2018 – Effective January 1, 2018 a 1.5% increase on all rates and premiums except backhaul  
km's .30 cents for the life of the agreement.  
2019 – Effective January 1, 2019 a 1.5% increase on all rates and premiums

18.2 It is agreed that this Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, and supplants previous Agreements.

Signed in Edmonton, Alberta this \_\_\_\_\_, day of \_\_\_\_\_, 2018

FOR THE COMPANY  
Cascade Carriers L.P.

FOR THE UNION  
Unifor Local 4050:

\_\_\_\_\_  
Kevin James  
Senior Vice-President

\_\_\_\_\_  
Jay Thompson  
Local Representative

\_\_\_\_\_  
Gloria Yaworski  
HR Coordinator

\_\_\_\_\_  
Phil Belanger

\_\_\_\_\_  
Manoj Kumar  
Bargaining Committee

\_\_\_\_\_  
Richard Tremblay  
Bargaining Committee



## **Letter of Agreement 1**

Between

Cascade Carriers L.P.

And

Unifor Local 4050

### **Re: Oilfield Qualified Dependent Contractors**

The parties to the Collective Agreement agree that the following will apply:

1. This is a Company qualification that is overseen by the Safety Department who will ensure that there are appropriate numbers of Dependent Contractors qualified both at the Sherwood Park and Calgary branches to cover Cascade Carriers L.P. commitment to their customers. If the work demand for the "Oilfield Qualified Work" is increased, the number of Dependent Contractors qualified at each branch will be increased accordingly in order of seniority through application of the drivers.
2. The Dependent Contractors must maintain his/her qualifications through training and service with Cascade Carriers L.P. This process will be monitored by both Dispatch and the Safety Department to ensure the Dependent Contractors remains current and that he/she is paid in accordance with the Collective Agreement.
3. When deemed as "Oilfield Qualified Driver", the Dependent Contractors must be available when contacted by dispatch to either cyclone or deliver to bush locations (off highway sites). When contacted to do the specific load that is deemed "Oilfield Qualified Work" and the Dependent Contractors refuses the load without a valid and legitimate reason, the Dependent Contractors name will be moved to the bottom of the rotation board. Dispatch will endeavour to provide the Dependent Contractors as much advance notice as possible.
4. Yearly in November, the Company will ensure that they can meet the demands of their customers who require Dependent Contractors for "Oilfield Qualified Work." At this time all Dependent Contractors who are qualified to do "Oilfield Qualified Work" will be interviewed by the Safety Department. If the Dependent Contractors qualifications are current and he/she wishes to be dispatched on "Oilfield Qualified Work" he/she will sign the form stating that he/she is available and qualified and the form will be forwarded to the payroll department. If during this interview it is determined that the Dependent Contractor is no longer qualified to do "Oilfield Qualified Work" and he/she has no intention of maintaining his/her qualifications to do "Oilfield Qualified Work," he/she will sign on the form confirming this. This form will be forwarded to the payroll department accordingly.
5. To qualify for "Oilfield Qualified Work" the Dependent Contractors must:

- a) Be classified as an experienced driver with a minimum of two (2) years highway driving or one (1) year off highway driving,
- b) Be trained to operate a cyclone unit and be available for dispatching as required,
- c) Be trained to do bush work and be available for dispatching as required,
- d) Maintain current qualifications in the following courses:
  - H2S Alive
  - 1st Aid
  - Smith Defensive Driving Course
  - GODI Course
  - TDG
  - WHMIS
- e) Have had no major incident or accident while in service with Cascade Carriers L.P. in the last two (2) years,
- f) Have a minimum of one (1) week service cycloning or bush work away from the branch. If the Dependent Contractors is dispatched for a longer period of time he/she must inform dispatch a minimum of seven (7) days in advance as to when he/she needs to return to home branch,
- g) May be requested to be away from home branch for a minimum of one (1) week to a maximum of two (2) weeks. This period of time away from home branch may be increased by the request of the Dependent Contractors. Upon return to home branch after a minimum of two (2) weeks, the Dependent Contractors upon request will be given three (3) days off for rest time,
- h) Meet any other qualifications as deemed necessary by the customer or Cascade Carriers L.P.

Signed in Edmonton, Alberta this \_\_\_\_ day of \_\_\_\_\_, 2018

FOR THE COMPANY:  
Cascade Carriers L.P.

FOR THE UNION:  
Unifor Local 4050:

---

Kevin James  
Senior Vice-President

---

Jay Thompson  
Service Representative

**Letter of Agreement 2**

Between

Cascade Carriers L.P.

And

Unifor Local 4050

**Re: Change of Benefit Carriers**

The parties agree to investigate the change from the current benefit carrier to other benefits carrier; the Company agrees to provide all needed statistics, information and paperwork needed for the other benefits carrier to provide a full quote for a comparable plan.

Should the parties agree to change to other benefits carrier and there are cost savings, or should the government lower or eliminate Health Care Premiums, then such savings where paid fully or partially by the Dependent Contractor shall be used at the bargaining committee's discretion to lower Dependent Contractor-paid premiums or purchase new or improved benefits.

Signed in Edmonton, Alberta this \_\_\_\_ day of \_\_\_\_\_, 2018

FOR THE COMPANY  
Cascade Carriers L.P.:

FOR THE UNION  
Unifor Local 4050:

\_\_\_\_\_  
Kevin James  
Senior Vice-President

\_\_\_\_\_  
Jay Thompson  
Service Representative

**Letter of Agreement 3**

**Between**

**Cascade Carrier L.P.**

**And**

**Unifor Local 4050**

**RE: TECHNOLOGY AND “Drive- Cams”**

The Company may employ current or new technology, including video systems, GPS, mobile data terminals/ computers and other present or future technologies for the transportation industry, for efficiency and in order to help ensure the safety of the Dependent Contractors and public, in compliance with all federal, provincial and local rules and regulations.

Such technology shall not be used for targeted surveillance. Any recording resulting from such technology may be used as an investigative tool in response to events such as complaints, collisions or incidents. Unifor representatives shall be provided with joint access to review original recordings. This access shall be provided prior to any meeting held with a Dependent Contractor at which discipline is being imposed.

The Company may from time to time use “Go-Pro” style camera for training purposes. The video will only be used for coaching by the Company and will be deleted after the training session. No copy of the video will be kept and the video will not be used for discipline purposes.

The Company agrees to add the ‘Dash Cam Device’ to the Dependent Contractor’s equipment list at the agreed contractual fee of \$1.00.

Signed in Sherwood Park, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2018

FOR THE COMPANY:  
Cascade Carriers L.P.:

FOR THE UNION:  
Unifor Local 4050:

\_\_\_\_\_  
Kevin James  
Sr. Vice President

\_\_\_\_\_  
Jay Thompson  
Local President

**Letter of Agreement 4**

Between  
Cascade Carriers L.P.

And  
Unifor Local 4050

Re: Premium Deduction Agreement

Company agrees to facilitate monthly premium deductions and remittances authorised in writing by Dependent Contractors for any programs negotiated by the Union.

Signed in Edmonton, Alberta this \_\_\_\_ day of \_\_\_\_\_, 2018

FOR THE COMPANY  
Cascade Carriers L.P.:

FOR THE UNION  
Unifor Local 4050:

\_\_\_\_\_  
Kevin James  
Senior Vice-President

\_\_\_\_\_  
Jay Thompson  
Service Representative

# MEMORANDUM OF AGREEMENT

*For a renewal collective agreement*

*Between*

**CASCADE CARRIERS L.P.**

*And*

**Unifor Local 4050**

The Union and the Company met for collective bargaining arising after a Notice to Bargain dated December 18th, 2017 and concluded a tentative agreement on the terms established in this Memorandum of Agreement December 20th, 2017.

The Union Bargaining Committee unanimously recommends this tentative settlement for ratification as per the following:

1. All provisions of the previous Collective Agreement (with a term of January 1<sup>st</sup>, 2015 to December 31, 2015) shall remain the same except for the changes set out herein; save and except for any innocent errors or omissions.
2. All items agreed to and signed by the parties in collective bargaining remain agreed and will be included in the new Collective Agreement;
3. This Memorandum of Agreement is subject to and effective upon ratification by the Union, ratification will be communicated in writing.
4. Innocent errors and omissions accepted.

## Service Agreement

### Equipment – page 2

B) Company agrees to remove toll, providing the Dependent Contractor covers the permit time line which is normally thirty (30) days

D) Remove the wording tachograph

G) Add “excludes tires” after purchases and decrease administration fee to 5%

### Control – page 3

Removal of (C) as this paragraph is no longer applicable

### Default – Breach – Termination

- (i) Remove the words “ or any employee of the Dependent Contractor”
- (ii) Remove the words “ or his employee”

### Schedule A

Add Forward Facing Dash Cam to the equipment list with an annual rental of \$1.00

### Appendix A

3.0 – Remove “Along with a tach card (if so equipped) that verifies actual time” and “or have been tampered with by pulling tach card. Tachograph must be working (including accurately recording speed and RPM)

Add – “if available” after customer’s signature

Tonnage Rates – change 8 axle trailer rate to 41 tonne

13. – Change rule to fixed amount of \$285.00 any preload off loaded in route to terminal will be paid the backhaul unload fee

- Add language – “for other short haul trips, the trip will be completed and the preload will be a separate trip originating at base

### Appendix D – page 16

Deck and Tarping – remove language due to not applicable

Backhauls –increase to **\$.30** per kilometer for life of the agreement

### Word addition

Add “minimums apply to the tonnage rates as listed below”

5 axle trailer 22 tonne

6 axle trailer 27 tonne

7 axle trailer 33 tonne

8 axle trailer to **41** tonne

## Junk Cement

Word addition – Minimums apply to the tonnage rates as listed below:

5 axle trailer 22 tonne  
6 axle trailer 27 tonne  
7 axle trailer 33 tonne  
8 axle trailer to **41** tonne

## Training Compensation – Qualified Trainer – page 18

Remove – Director of Safety and Loss Prevention  
Qualified trainer

Addition – “A Cascade Bill of Lading must be submitted for payment for all of the above training compensation required to become a certified driver, providing said Dependent Contractor uses all his training to do all applicable Cascade certified work

## License Fee

Change wording to:

Alberta licensing shall be the responsibility of the Carrier. Any Dependent Contractor wishing to work out side of Alberta will have to pay the extra premium (Fleet 8 plating - \$1600.00 difference) unless the Dependent Contractor signs off on a territorial agreement.

## Appendix E – page 19

Addition of wording – add Magnum Cementers

## Schedule C – page 21

A-3. Add an “s” to trailer

## Auto Coverage – page 21-22

Keep original wording, add new wording separately

**If Dependent Contractor is involved and proven guilty of a preventable incident or accident with a claim cost over \$5,000.00 the Contractor will be assessed an insurance surcharge of 2% of gross earnings (excluding FSA) for the next 12 months which will be deducted as a separate item in addition to any regular insurance deductions.**

B – addition of wording – second paragraph – “but not exceeding \$25,000.00 after the cost over \$5000.00  
Addition of wording – new paragraph

**If the Dependent Contractor is involved and proven guilty of a preventable incident or accident within Two (2) years with a claim cost over \$25,000/00 but not exceeding \$75,000.00, the contractor will be assessed an insurance surcharge of 5% of gross earnings (excluding FSA) for the next 12 months which will be deducted as a separate item in addition to any regular insurance deductions. These rates will compound with multiple incidents/accidents**



Termination – page 22

Change owner operator to Dependent Contractor

## Collective Agreement

### Article 3 – management rights – page 3

3.6 – addition of wording – “found in the Company Driver Manual” after Company polices and Procedures  
Addition of wording – “yearly” after made available to Dependent Contractors and after rules and regulations

3.7 – addition of wording – “yearly” after to the union

### 10.8 Education and Training

(b) Delete wording and add new wording

The company will ensure that all Dependent Contractors receive the necessary training to be compliant and legal for all standard job requirements. i.e. WHMIS, Smith, Contamination awareness, Lafarge site orientation.

(c) Add new

The Dependent Contractor shall receive once yearly a pair of Fire Retardant Coveralls providing they agree to be available for all certified / Oil Patch work are required for the performance of there duties. **For all other one (1) pair of Fire Retardant Coveralls for this agreement.(must return old ones)**

### Article 14 – Definitions and General

14.3 addition of wording

Once all documentation has been submitted”

14.5 addition of wording

Once all documentation has been submitted”

14.9 Allocation of work

**It is agreed upon to have a meeting between the Dependent Contractors, Company Drivers, union and the Company within 180 days of ratification in order to finalize the language regarding the allocation of work.**

14.16 wording change

Remove the original tach cards on this premises and add in “**all peoplenet communication**”

### Article 18 – Duration and Renewal – page 23

2016 – 0% increase

2017 - 0% increase \$500.00 maintenance credit in house for work orders to be used in 2018

2018 – Effective Jan. 1, 2018 1.5% on all rates and premiums - except backhaul km's .30 cent for the life of the

agreement

2019 – Effective Jan. 1, 2019 1.5% on all rates and premiums - except backhaul km's .30 cent for the life of the agreement

LOA

Retain the following LOA

1, 2, 4

Remove the following LOA

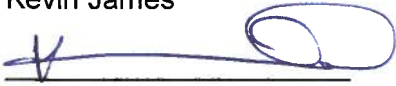
3 & 5

New LOA

3 – Drive Cam

Cascade Carriers

Kevin James



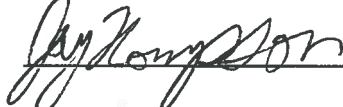
Gloria Yaworski



Date: Dec 20/2017

Unifor

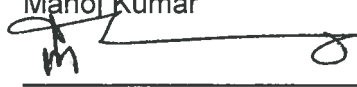
Jay Thompson



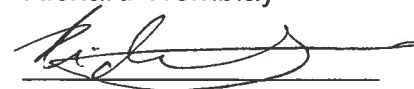
Phil Belanger



Manoj Kumar



Richard Tremblay



Date: Dec. 20/2017