

**WESTERN MASTER CONTRACT HAUL  
AND OILFIELD AGREEMENT**

**BETWEEN:**

**TRIPLE RANDOM INC.**  
(hereinafter referred to as the "Company")  
**OF THE FIRST PART,**

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362  
and  
TEAMSTERS LOCAL 213**

affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART.**

**January 1, 2017 – December 31, 2019**

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**WITNESSETH THAT** in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto have agreed as follows:

## **ARTICLE NO. 1 - INTENT AND PURPOSE**

It is the intent and purpose of the Parties hereto that this Agreement will promote and improve harmonious labour relations and facilitate the peaceful adjustment of differences between the Company and the Union employees covered under the certification and the terms of this Agreement, and set forth herein the Agreement covering the rates of pay, hours of work, and working conditions to be observed.

## **ARTICLE NO. 2 - SCOPE OF THIS AGREEMENT**

- a) This Agreement shall apply to all Union employees as enumerated.
- b) All Union employees working for the Company as enumerated in the following appendices hereunto annexed and forming part of this Agreement.

**APPENDIX "A"** - Hours of work, overtime, classifications and wage rates of Union employees of mobile equipment in Oilfield Contract Hauling, and their helpers related thereto.

**APPENDIX "B"** - Covering hours of work and overtime classifications and rates of pay for Union Shop Employees.

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

**APPENDIX "D"** - Teamsters Industry Advancement Fund

- c) In the event the Company engages in work covered by Construction, Road Building, and Pipeline Agreements, it is understood and agreed that the Company, when doing work covered by those Agreements, shall become signatory to those Agreements, along with signatory Teamster Unions.

In the event that the Company enters into contract work in a remote area, it is understood and agreed that the Company shall enter into an agreement with the signatory Teamsters Unions.

- d) In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- e) If the Company is required to hire outside trucks, it will utilize those Parties that are signatory to this Agreement, provided that mutually satisfactory arrangements can be made between the Parties.

## **ARTICLE NO. 3 - UNION SECURITY**

- a) The Company will provide bulletin boards at its terminals, on which the Union may post necessary notices to its members.
- b) The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Stewards, and shall not discriminate against them for lawful Union activity.

- c) Authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.
- d) The Union recognizes the exclusive right of the Company to hire, subject to the seniority provisions contained herein. The Company shall however give the Union the equal opportunity to refer suitable applicants for employment. The Company shall however give preference to Union members when additional employees are required.
- e) The Company agrees that all employees, owner-operators, and employees of owner-operators, shall be members of the Union as a condition of employment, and all new employees, owner-operators, and employees of owner-operators must become members of the Union prior to commencing employment with the Company.

All Employees who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

The shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-Off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage);

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

#### **ARTICLE NO. 4 - PAYMENT OF WAGES**

- a) The Company shall pay wages to every Union employee covered by this Agreement at the rates set forth in the Appendices hereunto annexed in respect of the various classifications therein contained. The Appendices containing the classifications of the Union(s) signatory to this Agreement shall be deemed to be contained in, and form a part of this Agreement.
- b) The Company shall pay to each Union employee covered by the Agreement bi-weekly every second Friday, all wages earned by the employee for the previous two week period, provided that if a General Holiday falls on the regular payday, payment will be made on the preceding day.
- c) Payment will be by direct deposit. The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect to payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours worked at time and one-half (1 ½), the rate of wages applicable and all deductions made from the gross amount of wages.
- d) Employees of owner-operators shall be paid equivalent wages and conditions as provided in this Collective Agreement. If there should be any deficiency to the employee, it shall be his responsibility to advise the owner-operator within thirty (30) days of the pay period in which the deficiency took place. If the owner-operator fails to rectify the deficiency and pay such monies owing, the Company then shall take action to rectify the situation and pay such balance as may be properly due to such employee for said pay period.
- e) If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one days' pay or more, he shall be entitled on request to receive same as soon as practicable but not later than the week following the payday on which the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.
- f) The Company shall make contributions for Health and Welfare in such amounts and under such conditions as are set forth in the appendices hereunto annexed.

#### **ARTICLE NO. 5 - MANAGEMENT RIGHTS**

- a) The Union recognizes the right of the Company to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- b) The Company shall always have the right to hire, and to discipline, promote, demote or discharge employees for proper and just cause.
- c) No Employee will be required to enter in, nor will the Company pursue with individual employees, any written or verbal agreement that is inconsistent with the terms of this Collective Agreement. For greater clarity, nothing in this section limits the Company's management rights.

## **ARTICLE NO. 6 - GRIEVANCE PROCEDURE**

All questions, disputes and controversies arising under this Agreement or any supplement thereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly providing in this Agreement.

"Grievance" means a complaint or claim concerning improper discipline or discharge or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of Employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievers will be listed on the grievance form.

### **Policy Grievances**

A "Policy Grievance" is defined as one which involves a question relating to the interpretation application or administration of the Agreement.

A "Policy Grievance" will be signed by a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their Representative.

Any grievance referred to above will identify:

- i) The facts giving rise to the grievance;
- ii) The section or sections of the agreement claimed to be violated;
- iii) The relief requested; and
- iv) Where practical, will be signed by the Employee or Employees involved unless it is a policy grievance.

All the time limits referred to in the grievance procedure herein contained will be deemed to mean work days. A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either Party. The Parties may agree in writing to extend the time limits at any time.

The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than ten (10) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the Parties hereto relating to the interpretation, application or administration of this Agreement.

No Employee will have a grievance until the Employee has discussed the complaint with their on duty Supervisor. An Employee covered by this Agreement may informally discuss a problem with their Supervisor at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union Representative. The resolution of a problem reached by the Employer and an Employee shall not be binding on the Union. If the Employer does not promptly settle the matter to the Employee's satisfaction; an Employee's proper grievance may be processed as follows:

STEP 1 – It is understood and agreed that an employee does not have a grievance until the Employee has discussed the matter with the Manager or the other Supervisory Personnel acting in this capacity, and given the Manager an opportunity of dealing with the complaint. The Manager's decision shall be made known to said employee within twenty-four hours. Should the Employee not agree with the decision and choose to invoke a grievance, the Employee will be required to indicate his intention in writing (email, text, etc.) to his Manager.

STEP 2 - Failing settlement under Step 1, such grievance and any question, dispute, or controversies, that are not of a kind that are subject to Step 1, shall be reduced to writing and referred to, and taken up between, the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative authorized by senior management of the Company, within ten (10) working days.

STEP 3 - Failing settlement under Step 2, the matter will be taken up in presentation to a Board, consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by senior management of the Company, within ten (10) working days.

STEP 4 - Failing settlement at Step 3, and by mutual agreement, the Parties may proceed to seek the assistance of a mediator to deal with the grievance. The cost of the grievance mediation shall be shared equally between the Parties.

or

The Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P) to render a decision. The Parties agree that such decision will be binding however will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties.

Should the Parties not reach a mutual agreement on either of the above, the matter will advance to the Step 5 of the Grievance Procedure.

STEP 5 - Failing settlement under the above Steps, the matter will be referred to an agreed upon neutral person to act as an arbitrator who will meet with the Parties to hear both sides of the case. Notwithstanding the previous paragraph, the employee shall always have the right to have the Shop Steward present when discussing a grievance. Failing to agree upon a neutral Arbitrator, the Alberta Labour Relations Board will be requested to appoint a neutral Arbitrator. The Arbitrator's decision will be final and binding.

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

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



## **ARTICLE NO. 7 - RATES OF PAY & JOB CLASSIFICATIONS**

- a) Special rates of pay and compensations for any new operations or areas outside of the Local Unions jurisdictions whom are signatory to this Agreement, shall be subject to negotiation. The Company shall pay the area rate of pay and compensation until the new rate and compensation is agreed upon.

The Company agrees to advise the Union office of any such rate of pay and compensation within ten (10) days of its establishment. If no written Union representation regarding the rate of pay and compensation is made within thirty (30) days of such notification, the rate will be deemed agreed upon.

If no agreement is reached within sixty (60) days of receipt of such written representation, the Union may process a grievance under the Grievance Procedure commencing with Step 3.

- b) It is understood and agreed that such new rate of pay and compensation shall be retroactive to the date the new operation or area, was instituted.
- c) In the event that an employee performs work covered by the Certificate of Bargaining Authority and/or this agreement and there is no previously established classification or wage rate covering the work performed, the Union and the Employer shall negotiate a classification and wage rate. Failing agreement by the parties, the matter shall be referred to an arbitrator as provided for in this agreement, who shall have the power to establish such classification and wage rate.

## **ARTICLE NO. 8 - SENIORITY**

- a) Seniority shall be based on the length of continuous service an Employee has been on the payroll within the Bargaining Unit., under this certification.

For the purpose of the administration of seniority provision, seniority will be applied branch specific basis.

- b) The principle of seniority, in each branch, shall be maintained in the reduction and restoration of the working force, providing the senior men are capable of performing the remaining job.

The Employer shall accept the principle of seniority. Seniority shall be the determining factor for layoff and recall, promotion or demotion, work preference, daily call-in, provided the Employee is available and qualified to perform the work subject to Article No. 8 d).

- c) Seniority shall be lost for one or more of the following reasons:

1. voluntary resignation
2. discharge for proper and just cause
3. layoff for more than one (1) year
4. failure to return to work after layoff within seven (7) days where the Company has notified the employee by registered mail at his last known address, to return to work.
5. voluntary Leave of Absence, excluding Compassionate Leave, extending beyond six (6) months.

- d) Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new jobs or vacancies and except by mutual agreement of the Parties hereto, for the purpose of shift preferential on established shifts. Starting time preference will be given to senior employees on established shifts, and operators of mobile equipment will be given preference. Except where a job or shift has been discontinued, there shall be no job or shift bumping privileges. Senior employees shall be given precedence to fill vacancies on differential rated equipment, if qualified.

#### **ARTICLE NO. 9 - SAFETY AND HEALTH**

- a) The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination. Drivers that have completed one (1) or more years of employment with the Company, and who are required to take government physical or medical examinations for the purpose of their Vehicle Operator's License, will upon receipt of their doctor's report make it available to the Company for copying. The Company will then reimburse the driver full cost of such physical examination upon presentation of a receipt showing the driver has paid for such examination.
- b) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. It shall not be a cause for discipline if a driver refuses to operate any vehicle that he believes is not safe. It shall be the duty of the employee to report promptly in writing to the Company on all defects in equipment. The previous trip's cry sheet will be made available upon request to the employee dispatched on any specific unit.
- c) The Company agrees to supply, at no cost to the employee, fire retardant coveralls, where required on specified sites. The Company agrees to supply coveralls on an exchange basis to all employees on a worn/damaged basis.

#### **ARTICLE NO. 10 - GENERAL HOLIDAYS**

- a) Every employee shall be granted Holiday pay of eight (8) hours at work time rate, on each of the following General Holidays falling within any period of his employment.

All employees are entitled to have any of these eleven (11) paid Holidays, provided they have completed thirty (30) calendar days of employment.

- b)
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Canada Day     | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Civic Day      |                  |
- c) When an employee is required to work on a General Holiday, he will be notified not later than 3:00 p.m. the day previous to the Holiday.
- d) If the Federal or Provincial governments declare an additional Statutory Holiday, the Company agrees to pay according to Article No. 10, Section a).

## **ARTICLE NO. 11 - ANNUAL VACATION WITH PAY**

Every employee is entitled to and shall be granted a vacation with pay as follows:

- a) Two (2) weeks' vacation with pay after the completion of each year of continuous service with the Company.  
  
Payment for such vacation shall be in an amount equal to four percent (4%) of the gross wages of the employee during the year in which he qualified for such vacation.
- b) Employees who have completed three (3) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks' vacation with pay in an amount equal to six percent (6%) of the gross wages of that employee during the year in which he qualified for such vacation.
- c) Employees who have completed six (6) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks' vacation with pay in an amount equal to eight percent (8%) of the gross wages of that employee during the year in which he qualified for such vacation.
- d) Employees who have completed eleven (11) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks' vacation with pay in an amount equal to ten percent (10%) of the gross wages of that employee during the year in which he qualified for such vacation.
- e) Employees who have completed fifteen (15) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, six (6) weeks' vacation with pay in an amount equal to twelve percent (12%) of the gross wages of that employee during the year in which he qualified for such vacation.
- f) Vacation schedules will be prepared by the Company as far in advance as practicable. All employee requests shall be recognized if operating conditions allow, and vacations shall be granted on the basis of seniority.
- g) Vacation pay will be calculated on gross earnings. If requested by the employee, payment shall be paid out on a separate check.

## **ARTICLE NO. 12 - GENERAL WORKING CONDITIONS**

- a) Employees injured on the job will be paid for the full day.

Gender - When the masculine gender is used, it shall also mean the feminine gender wherever applicable and vice versa.

Plural and Singular - When the plural is used it shall also mean the singular wherever applicable and vice versa.

Where the term, "Company" or "Employer" is used, it shall mean the same.

Where the term, "Days" is used, it shall mean business days (Monday to Friday).

- b) The Company will provide bulletin boards at its terminals, on which the Union may post necessary notices to its Members.

- c) The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Stewards, and shall not discriminate against them for lawful Union activity.
- d) Upon reasonable notice, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.

Employees shall observe the simple rules of cleanliness and good housekeeping in the Employers facilities, and segregated facilities for female employees shall be provided where necessary.

When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered as time worked and shall be paid in accordance with the Collective Agreement.

The Employer upon prior approval will reimburse those employees who have taken an approved CPR, First Aid Course, etc., and provide proof of successful completion of same.

- e) A day as referred to in this Agreement is from the hour an employee commences work, and terminates twenty-four (24) hours later.
- f) When a member starts his work shift at the regular rate, he shall not be paid less than the regular rate for the complete day, excluding the area rate changes.
- g) Provided regular Shop employees do not lose wages, drivers can be used in the Shop during slack seasons, and paid the rate of their applicable classification in Accordance to Appendix A..
- h) Wherever possible overtime shall be distributed evenly considering seniority.

#### **ARTICLE NO. 13 - LEAVES of ABSENCE**

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time are made by the Union in writing within seven (7) days' notice. No Employee who acts within the scope of this clause be discriminated against for so acting.
- b) During an authorized or unpaid Leave of Absence, an Employee shall maintain and accrue seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of up to thirty (30) calendar days. Under such unpaid Leave, the Employee shall retain and accrue seniority only. Such requests for Leave of Absence shall not be unreasonably denied.
- d) Such Leave may be extended for an additional period of up to thirty (30) calendar days, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension. Such request for extension must be made in writing at least (7) calendar days prior to the expiration of the original leave.

- e) Any Employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an Employee of the Employer.
- f) An Employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An Employee who is hired by the Local Union will be granted an unpaid Leave of Absence from the Employer for a period not to exceed three hundred and sixty five (365) calendar days. The Employee will continue to accrue seniority during such Leave. At the expiration of the three hundred and sixty five (365) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.

When death occurs to a member of an employee's immediate family, the employee will be granted upon request, an appropriate Leave of Absence, and if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, for a maximum of three (3) days.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather, grandmother, brother-in-law, and sister-in-law. Step-father or step-mother will be recognized provided such step-father or step-mother had that status of the employee's father or mother.

The Employer shall grant an additional leave of absence of four (4) days without pay to attend the funeral, if the funeral occurs outside a seven hundred (700) kilometer radius of the Employee's normal work location. Proof of death may be required, if requested by management.

The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he shall be relieved from duty and paid for the balance of his shift.

In the event of the death of a family member not covered above or any relative who resides permanently with the Employee or with whom the Employee resides, upon notification to the Employer, the affected Employee shall be granted up to three (3) days Leave of Absence without pay.

Jury Duty - All time lost by an Employee on his regular work day due to necessary attendance on any court proceedings when subpoenaed as a witness or juror shall be paid for at the rate of pay applicable to said Employee. Once an Employee is released from witness duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. All witness payments received by the Employee from courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The Employee must be returned to his regular assignment that he/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No Employee's work or shift shall be changed to avoid payment as set out above and the above provision is capped at a compensation level equal to forty (40) hours of pay.

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

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

Paternity Leave - an Employee whose partner has given birth shall be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Said Employee will also enjoy the option of any other Parental benefit provided by law.

Marriage Leave - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an Employee to attend his/her own wedding.

Special Medical Leave - where an Employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off, providing the Employee has requested such time off at least seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellation, and without undo inconvenience to normal operations.

#### **ARTICLE NO. 14 - NO STRIKE, NO LOCK-OUT**

- a) During the life of this Agreement, there shall be no lock-out by the Company, or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.
- b) It shall not be a violation of the Agreement or cause for discipline of any employee in the performance of his duties to refuse to cross a picket line recognized by the Union.

#### **ARTICLE NO. 15 - VALIDITY OF ARTICLES**

- a) If any Articles or Sections of this contract, or of any supplement hereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this contract, and of any supplement thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- b) This Agreement shall not take from the employee any privileges they enjoyed at the signing of this contract, except as were specifically dealt with in negotiating this Agreement.

#### **ARTICLE NO. 16 – MENTAL HEALTH AWARENESS**

The Employer agrees to participate in the promotion of Mental Health Awareness of Employees in the workplace. The Employer agrees to participate in cost sharing of the CMHA "Safe and Sound" seminar to the maximum expenditure of one thousand five hundred dollars (\$1500.00) once in the term of the Agreement

## ARTICLE NO. 17 - TERMINATION AND AMENDMENTS

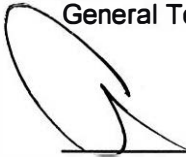
- a) This Agreement shall be in full force and effect as of the date of ratification by the employees and continue in full force and effect through the first (1<sup>st</sup>) day of January, 2017 to the thirty-first (31<sup>st</sup>) day of December, 2019.
- b) Either Party may terminate this Agreement on any anniversary date by notice in writing to the other Party, not less than ninety (90) days prior to such anniversary date.
- c) Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement.

SIGNED THIS 12 DAY OF DECEMBER, 2017

**ON BEHALF OF THE COMPANY**  
Triple Random Inc.

  
\_\_\_\_\_  
Jeff Skipitsky  
President

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

  
\_\_\_\_\_  
~~Alan Porter For~~  
Ryan Adams,  
Business Agent, Local 362

  
\_\_\_\_\_  
Justin Roylance,  
Business Agent, Local 213

## APPENDIX "A"

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

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

Daily maximum - nine (9) hours

Weekly maximum - forty five (45) hours

All hours in excess of the maximums herein shall be paid for at the rate of one and one-half (1 ½) times.

b) All hours worked on a General Holiday shall be paid for at the rate of time and one-half (1 ½), plus eight (8) hours for the General Holiday, which shall be paid for in any event.

c) **Reporting Guarantee** - When an employee is called, and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of four (4) hours work and/or pay. If he works in excess of four (4) hours, he shall be guaranteed six (6) hours work or pay.

d) **Call-out** - Any employee who is called out to work on an over-time day, shall be guaranteed a minimum of four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed a minimum six (6) hours

**Call-back** - Any employee reporting for duty on a call back after their shift is complete shall be guaranteed a minimum of two (2) hours pay at the over-time rate.

e) **Flat Rate Job** – The following compensation refers to optional work, not regularly performed by the Employer. This will be offered on a voluntary basis in accordance with Article No. 12 f). Overtime provision as described in Section a) and b) will not apply when an Employee chooses to perform Flat Rate work. The Employer agrees to not intermingle regular driver duties with Flat Rate Job work in a manner which intervenes with the intent of overtime provisions in Section a) and b). All other Articles and Sections of the Collective Agreement remain in full force and effect.

f) Overtime will be distributed in a fair and equitable fashion using a rotational format based on the applicable seniority list. Should an individual not be qualified or capable of performing the overtime work in question, that individual will be offered the next opportunity that arises to perform overtime work, and the rotation will continue as per above.



g) **Wage Classifications**

<b>Acheson</b>	<b>+ 0%</b>	<b>+ 1 %</b>	<b>+ 1%</b>
Classification	<b>Jan 1/17</b>	<b>Jan 1/18</b>	<b>July 1/19</b>
Winch Operator	\$34.17	\$34.51	\$34.86
Lowbed Operator	\$34.17	\$34.51	\$34.86
Highboy / Van	\$30.45	\$30.75	\$31.06
Pilot Car	\$24.48	\$24.72	\$24.97

<b>Fort McMurray</b>	<b>+ 0%</b>	<b>+ 1 %</b>	<b>+ 1%</b>
Classification	<b>Jan 1/17</b>	<b>Jan 1/18</b>	<b>July 1/19</b>
Winch Operator	\$37.74	\$38.12	\$38.50
Lowbed Operator	\$37.74	\$38.12	\$38.50
Highboy / Step Deck	\$35.70	\$36.06	\$36.41
Pilot Car	\$27.54	\$27.82	\$28.09

**Lead Hand** - will be paid two dollars (\$2.00) per hour more than the top rate.

**Newly Hired Employees** - It is understood and agreed that a one hundred and eighty (180) day probationary period will apply to any new employee hired. Probationary rates of pay will be three dollars (\$3.00) per hour less than prevailing rate. Upon completion of probationary period the employee shall receive full rates of pay contained in the Collective Agreement.

**Senior Operator** - A Senior Operator for the purpose of this agreement shall be defined as an operator who has a minimum of three (3) years of experience in the operation of the respective type of equipment which he was hired to operate, or who has demonstrated proficiency and competency in the operation of such equipment to the satisfaction of the Employer upon completion of six (6) months employment with the Company.

**NOTE:** - Drivers will be paid an additional amount when pulling multi-wheel trailing equipment, as follows:

24 - 48 wheels	\$1.50
More than 48 wheels	\$2.00

## APPENDIX "B"

### COVERING HOURS OF WORK AND OVERTIME CLASSIFICATIONS, AND RATES OF PAY FOR SHOP EMPLOYEES

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#### a) **Hours of Work**

The work week shall consist of five (5), eight (8) hour days, commencing 8:00 a.m. Monday and ending 4:30 p.m. Friday.

Should additional shifts be required, seven and one-half (7 ½) hours work shall constitute the second shift, for which eight (8) hours wages shall be paid. Seven (7) hours work shall constitute the third shift, for which eight (8) hours wages shall be paid. Shift differential shall be paid on straight time shifts at regular rates, and on overtime shifts at applicable overtime rates.

Second and third shifts shall not commence more than one-half (1/2) hour earlier than the end of the previous shift.

Should the Company wish to have a three (3) shift operation, the work week may start at 12:01 a.m. Monday. Any subsequent changes in the work week shall be by mutual agreement.

**Overtime** - All hours worked outside regular hours as outlined in a) above shall be paid for as follows:

1. **Monday to Friday** - after eight (8) hours overtime at time and one-half (1 ½).
2. **Saturday, Sunday, and General Holidays** - time and one-half (1 ½) time for all hours worked.

b) **Call-out** - any employee, who is called out to work on an over-time day, shall be guaranteed two (2) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours pay.

c) **Call-Back** - any employee reporting for duty on a call-back basis after their shift is completed shall be guaranteed a minimum of two (2) hours pay at the over-time rate.

#### d) **Classifications and Wage Rates**

	+ 0%	+ 1%	+ 1%
Classification	Jan 1/17	Jan 1/18	July 1/19
Heavy Duty Mechanics	\$38.12	\$38.50	\$38.89
Apprentice Mechanics			
- Start Year	\$22.88	\$23.11	\$23.34
- First Year	\$26.70	\$26.97	\$27.24
- Second Year	\$30.49	\$30.79	\$31.10
- Third Year	\$34.31	\$34.65	\$35.00
Trailer Mechanic	\$33.63	\$33.97	\$34.31
Apprentice 1 <sup>st</sup> year	\$20.18	\$20.38	\$20.59
Apprentice 2 <sup>nd</sup> year	\$23.52	\$23.76	\$23.99
Labourer	\$15.30	\$15.45	\$15.61

- e) **Tool Allowance** - Upon completion of one (1) years employment from the effective date of this agreement and each year thereafter, a yearly tool allowance for replacement and acquisition of upgraded tools of five hundred dollars (\$500.00) per year payable upon receipt of a related invoice
- f) **Perdiem** – When required to travel on behalf of the company, or in the regular performance of their duties, an employee will receive a perdiem and mileage compensation equivalent to the Government of Alberta rates at the time f travel. Employees will also be provided with suitable accommodations when required to stay overnight and such accommodation will not be shared.

## **APPENDIX "C"**

### **HEALTH AND WELFARE**

1. The Company will provide the Prairie Teamsters Health and Welfare Plan to all employees or members of the Union and eligible dependents coming under the jurisdiction of Local Union No.362.  
  
Employees who fall within Teamsters Local 213 jurisdiction shall be covered under the Teamsters Local 213 Health and Welfare Plan.
2. Any member of the Union who is employed by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following that month in which he became an employee.
3. All new hires shall qualify for Health and Welfare benefits as described in the appropriate schedules contained in the benefits plan document of the appropriate Local Union.
4. It shall be the Union's responsibility to supply all necessary enrolment forms to the Company
5. The cost of the Plan shall be borne by the Company. The Company shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to the applicable carriers.
6. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf, and on the due date, that being the tenth (10th) day of each month and will forward all enrolment and claim forms completed by employees.

## **APPENDIX "D"**

### **TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND**

The Company agrees to contribute to the Teamsters/Union Industry Advancement Fund for Locals 213 and 362, effective January 2009 and each year thereafter.

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for every hour for which wages are payable hereunder, for each hourly rated employee of the Company covered by this Collective Agreement.

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

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

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** TRIPLE RANDOM INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Company")

**RE:** LEGAL RATE LOADS ONLY

Hi Boy-Step Deck

2015 - \$25.50  
2016 – 1% increase  
2017 – 1% increase


This will not impact any current drivers in Fort McMurray at the below date of signing.

SIGNED THIS 12 DAY OF December, 2017

**ON BEHALF OF THE COMPANY**  
Triple Random Inc.

  
\_\_\_\_\_  
Jeff Skipitsky  
President

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

  
\_\_\_\_\_  
Alan Porter For;  
Ryan Adams,  
Business Agent, Local 362

  
\_\_\_\_\_  
Justin Roylance,  
Business Agent, Local 213

## LETTER OF UNDERSTANDING #2

**BETWEEN:** TRIPLE RANDOM INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Company")

**RE:** APPENDIX "B" SECTION d) CLASSIFICATIONS AND WAGE RATES


The parties hereto agree to the following conditions.

For the term of this Collective Agreement the following classifications and rates of pay will be recognized.

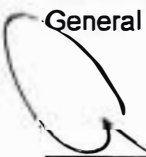
Journeyman Welder	\$36.00/hr
Parts Person	\$24.00/hr


SIGNED THIS 12 DAY OF DECEMBER, 2017

**ON BEHALF OF THE COMPANY**  
Triple Random Inc.

  
\_\_\_\_\_  
Jeff Skipsky  
President

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

  
\_\_\_\_\_  
Alan Porter For;  
Ryan Adams,  
Business Agent, Local 362

  
\_\_\_\_\_  
Justin Roylance,  
Business Agent, Local 213

### LETTER OF UNDERSTANDING #3

**BETWEEN:** TRIPLE RANDOM INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Union")

**RE:** APPENDIX "B" SECTION a) HOURS OF WORK

The Company and the Union agree that for the term of the Collective Agreement the following shifts will be recognized for the Acheson location only;

1. Monday – Friday 6:30 am – 3:00 pm (½ hour unpaid lunch with 8 hours regular pay).
2. Monday – Friday 9:00 am – 5:30 pm (½ hour unpaid lunch with 8 hours regular pay).


The Company and the Union further agree that for the term of the Collective Agreement an additional shift will be created and recognized for the Acheson location only;

3. Wednesday – Friday 9:30 am – 8:00 pm (½ hour unpaid lunch with 7.5 hours regular pay).  
Saturday – 7:00 am – 5:30 pm (½ hour unpaid lunch with 7.5 hours regular pay).

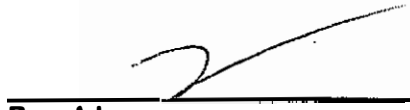
It is agreed and understood between the parties that for the purpose of the 3<sup>rd</sup> newly created shift, the employer is entitled to create 2 bid positions only to complement this newly created shift. The employer agrees to offer these 2 bids to the current employees by seniority order on a voluntary basis. This offer will be made before the positions are filled and if either of these two positions should come available in the future. In the event no current employees elect to bid, the employer will not force any current employees to fill these positions and will then have the ability to hire personnel to fulfil the bid requirement. Furthermore it is understood that the overtime provisions outlined in the appendices for work performed on Saturday will not apply but will be in full effect for work performed on Sunday and Monday for said 3<sup>rd</sup> shift. The Company reserves the right to decide whether either position requires a journeyman or an apprentice.

SIGNED THIS 15 DAY OF JANUARY, 2018

ON BEHALF OF THE COMPANY  
Triple Random Inc.

  
\_\_\_\_\_  
Jeff Skipitsky  
President

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

  
\_\_\_\_\_  
Ryan Adams,  
Business Agent, Local 362