

AGREEMENT BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.

COMPANY DRIVERS

AND:

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

DURATION: **December 1, 2003 to November 30, 2006**

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AGREEMENT BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.

Company Drivers

AND:

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 115

**ARTICLE 1: OBJECTS**

- 1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 Whenever the masculine gender is used, the same shall be construed as meaning female, unless otherwise specifically stated.
- 1.03 The Union agrees that during the term of this Agreement there shall be no strike, work stoppage or slow down called, authorized or sanctioned by the Union. Any employee who participates in, supports or encourages any strike, work stoppage or slow down shall be subject to discipline or discharge by the Company with the right of appeal to the Grievance Procedure only as to the determination of the question of whether employee so disciplined or discharged did in fact participate in, support or encourage such strike, work stoppage or slow down.
- 1.04 The Company agrees that during the term of this Agreement there shall be no lockout of employees.

**ARTICLE 2: UNION RECOGNITION**

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company pursuant to certification order issued at Ottawa, Canada on the 14th day of January, 1992 by the Canada Labour Relations Board.

In this Agreement "employee" and "driver" mean a person who is employed by the Company and who is included in the unit of the Company's employees for whom the Union has been certified as the Collective Bargaining Agent by the Canada Labour Relations Board.

2.02 The Union, as well as the members 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.

### **ARTICLE 3: UNION SECURITY**

3.01 Each employee covered by this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification, in writing, from the Union discharge such employee forthwith.

In the event the Company is required by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

The Union shall have the exclusive right to determine who is a member in good standing.

3.02 The Company shall put in each new employee's hiring kit a union membership card and a dues deduction card. The employee shall immediately fully complete said cards and return them to the Company. The Company shall immediately submit the union application cards to the Union and shall retain the dues authorization card on the employee's file.

3.03 (1) The Company shall deduct such fees, dues and assessments as provided by the Union on the first (1st) pay period of every month and shall submit said monies to the Union within the third (3rd) week of each month.

(2) The Company shall submit a check-off list containing the names and social insurance numbers of every employee and the monies applicable to each employee as described in Article 3.03 (1) above.

3.04 Upon receiving one (1) month's notice, by registered mail, from the Union of a change in the fees, dues or assessments charged by the Union, the Company shall make deductions in accordance of the notice, effective date given.

3.05 The Union shall indemnify the Company for all deductions and remissions when in accordance with Union instructions.

- 3.06 The Company shall furnish to the Union and its Local each month during the term hereof a list of new drivers taken into employment by the Company, stating the effective date and place of hiring, within thirty (30) days of such hiring, together with a list of terminated drivers, and shall further provide to the Union semi-annually during the term hereof an employment roll setting forth the name, starting date and designated place of employment of each driver then employed by the Company.
- 3.07 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to cross a legal picket line.
- 3.08 Posting of Union insignia on the driver's side vent window of Company operated trucks and tractors shall be permitted. The size of such insignia shall not exceed twenty-four (24) square inches.
- 3.09 It is agreed that no Company-operated trucks or tractors shall be operated by any drivers or persons not subject to the terms of this Agreement unless drivers subject to this Agreement are not available.
- 3.10 No driver shall be required to lease or purchase equipment as a condition of employment.
- 3.11 When driving Company-operated trucks and tractor equipment all employees classified as drivers shall be subject to the applicable terms and conditions of this Agreement.
- 3.12 The Company agrees and covenants that it shall not make any individual written or verbal agreement with any person relating to matters contained within this Agreement.
- 3.13 **NOTICE BOARD:**
- (1) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
  - (2) The following information shall be kept in a central location, readily accessible to the Shop Steward:
    - 1 - Seniority List;
    - 2 - Copy of the Agreement;
    - 3 - Welfare Plan Provisions.

Any employee requiring such information shall contact the Shop Steward for same.

3.14 **SHOP STEWARD:**

- (1) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (2) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.
- (3) Upon agreeing with Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.

3.15 If the Company chooses to perform employee evaluations or similar the employee shall receive a copy of same.

3.16 Upon hiring, the Company shall explain pay codes and general procedures, advise the names of the Shop Stewards and issue a drivers kit which shall include a copy of the Collective Agreement.

The Company shall advise the Shop Stewards the names of all new hires within two (2) working days of their hiring.

**ARTICLE 4: MANAGEMENT RIGHTS**

4.01 The Union understands and agrees to recognize that the Company has the right to manage and operate its business. This right includes but is not limited to: the hiring and directing of the work force, the right to promote, demote, transfer, discipline, lay-off, suspend and discharge employees for just cause; the assignment of work and the determination of the qualifications of an employee to perform work; the assignment of shifts; the assignment of equipment; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's equipment and operations.

Nothing in this Agreement shall be interpreted as interfering in any way with the Company's right to extend, limit or curtail its operations, or to terminate its operations completely when in the discretion of the Company it may deem it advisable to do so.

4.02 The right to hire employees of its choice is vested exclusively in the Company, but when the Company is looking for new candidates, it shall so notify the Union so that the Union may have the opportunity to provide the Company with suitable applicants.

- 4.03 A Drivers Manual will be issued to and reviewed with each driver. Each driver will be required to sign that he has received a Manual and that it has been reviewed with him. A copy of the Company's Operating Standards will also be issued to each driver.
- 4.04 The Company shall require a driver to be bonded; the cost of such bonding shall be assumed by the Company.

#### **ARTICLE 5: SENIORITY**

- 5.01 A seniority list of all employees covered by this Agreement showing name, company and branch seniority shall be posted on Union notice boards with a copy to each shop steward and the Union Business Representative.

Company seniority of each regular employee shall start from the year, month and day the employee was hired by the Company.

Branch seniority shall start from the year, month and day the employee was hired or transferred to their particular branch as a company driver.

- 5.02 Seniority lists shall be posted on or before January 31 of every year. Lists shall be open for correction for a period of ninety (90) days on presentation of proof of error by an employee or his Union Representative.

The Union Business Representative will be supplied with a copy of the seniority lists on the date of posting.

- 5.03 Unless by mutual agreement of the Company and the Union, or by way of the grievance procedure, seniority position shall not be changed after having been posted for ninety (90) days.

- 5.04
- (1) All newly-hired drivers shall be considered as probationary up to the first sixty (60) calendar days of employment.
  - (2) A regular driver shall be one who has completed an initial training period and the prescribed period set forth in the preceding paragraph.
  - (3) A part-time driver is a driver used on a temporary or casual basis. A part-time driver will not accumulate seniority.

- 5.05 The following types of seniority only will be recognized:

- (1) "Company Seniority" is the total number of continuous months a driver has been on the Company payroll as a company driver.

- (2) "Branch Seniority" is the total number of continuous months a driver has been on the Company payroll at any individual branch.

Branch seniority shall be lost upon transfer to another branch but shall start again at the new branch.

- 5.06 Company Seniority shall govern lay-offs, recalls, vacations, leaves of absence and booking of vacations subject to the deadline established in each branch. Where seniorities are equal, qualifications and abilities shall govern.
- 5.07 Branch seniority shall govern the scheduling of work and/or allocation of equipment.
- 5.08 All seniority shall be retained and accumulated in the following instances:
  - (1) During authorized leave of absence.
  - (2) Absence due to accident or illness. When medically unfit to perform their duties, they will be continued on the seniority list until fit, or for two (2) years, whichever comes first.
- 5.09 All seniority shall be lost and an employee shall no longer be an employee in the company driver bargaining unit for any of the following reasons:
  - (1) Voluntary resignation.
  - (2) Dismissal for cause and failure to be reinstated through grievance procedure.
  - (3) Failure to report for duty within seventy-two (72) hours of recall except with Company permission which may extend recall to one hundred and twenty (120) hours.
  - (4) Continuous lay-off in excess of six (6) months.
  - (5) If any employee moves to a position outside of the company driver bargaining unit and does not return permanently within one hundred and eighty (180) calendar days.
- 5.10 There shall be no bumping privileges used in the seniority system.
- 5.11 Drivers may transfer from one branch to another subject to Company discretion. Such drivers will lose branch seniority at the former branch, start branch seniority at the new branch, and continue Company seniority without interruption.

## **ARTICLE 6: LAY-OFF**

- 6.01
1. When work shortages are pending, management and drivers share responsibility to assess when a layoff of 2 weeks or more is likely to occur.
  2. A layoff date will be selected 2 to 3 days in advance, and a Record of Employment will be requested immediately.
  3. Once the driver is laid off, he and she will not be recalled for any work for a 7 day period unless necessary.
  4. After the 7 day period, the driver will be called in for work as required.
  5. Drivers who have been available, but have not worked for one (1) week will be considered laid off and will be given a Record of Employment.
  6. Lay-offs will occur in accordance with seniority provisions.
- 6.02
- In the event of future job openings, notice of recall shall be given by registered letter to employees on lay-off, in seniority order. The principal of last off, first on shall apply.

A recalled employee shall be allowed seventy-two (72) hours (with Company permission may be extended to one hundred and twenty (120) hours) to report to duty after notification of recall exclusive of Saturdays, Sundays and General Holidays.

## **ARTICLE 7: LEAVE OF ABSENCE**

- 7.01
- An employee may be granted a leave of absence without pay, at Company discretion, upon written request to the Company with a copy to the Union.

To be eligible for a leave of absence an employee must have completed at least one (1) year of continuous employment. Request shall be made to the Branch Manager stating specific reason for leave of absence and duration of such leave. The employee will pay the Company the costs of employee benefits while on leave of absence.

Any leave of absence may be cancelled by the Company for just cause, subject to grievance procedure, and if cancelled the recall procedure will be carried out.

- 7.02
- Any employee on leave of absence who engages in gainful employment, without prior written permission of the Company, shall forfeit their seniority rights, have their name removed from the seniority list and will no longer be considered an employee of the Company.

**ARTICLE 8: INTERVIEWS, FACT FINDINGS, DISCIPLINE HEARINGS,  
ACCIDENT INVESTIGATIONS & DISCIPLINE**

**8.01 The fact finding process.**

- (1) The Company and the Union recognize that the fact finding and discipline are separate. The purpose of the fact finding is to gather information to determine root causes, and to identify preventative actions. Discipline may arise out of the facts gathered, but must be considered only after the fact finding is complete.
- (2) Whenever a driver is required to attend a fact finding or other investigation with respect to his work, his conduct, an incident or any other matter which could give rise to discipline, a shop steward (of the driver's choice where possible) shall be present. It is agreed that time is of the essence. A copy of the fact finding shall be given to the employee and the shop steward.
- (3) The Company has the right to hold an employee out of service pending a fact finding or other investigation, or to allow the employee to work without prejudice to the fact finding or investigation. When an employee is held out of service, he will be paid one day's pay for each work day missed, when the employee is able and willing to work, unless such time is later (as per clause 8.01(1)) deemed to be a disciplinary suspension. Under no circumstances does the Company relinquish its right to discipline and discharge for just cause.

**8.02 The discipline process.**

- (1) The Company has the right to discipline and discharge for just cause. The Company recognizes the value of a good working relationship and that discipline should be instructive and corrective.
- (2) All disciplinary action shall be fully documented laying out the offence that resulted in the discipline, the discipline issued and the consequences of further offences. The employee must acknowledge, by his signature, that he is aware he has received discipline.
- (3) A shop steward shall be present when discipline is issued.
- (4) All discipline shall be placed in the employee's file, with a copy given to the employee and the shop steward.
- (5) Only written warnings, written reprimands and letters of suspension shall be considered discipline. (See Appendix "A".) Verbal warnings shall not be considered discipline.

(6) The severity of discipline will be determined by the driver's length of service, the driver's work record, previous disciplined offences of a similar nature, other previous disciplined offences, the length of time since a previous disciplined offence, and the seriousness of the offence itself. A serious offence may result in discharge on the first offence.

(7) All disciplinary action shall be subject to the grievance and arbitration procedures.

(8) Shop stewards attending fact findings or other meetings with management where they are requested by the Company to attend shall be paid their regular straight time hourly rate for time spent in these meetings. Article 18.10, call-in, will apply. Additional shop stewards who attend fact findings, disciplinary interviews, grievance hearings, informal discussions and other meetings with management where their attendance is not requested by the Company shall not be paid.

## **ARTICLE 9: GRIEVANCE PROCEDURE & ARBITRATION**

9.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:

STEP (1) An employee shall file his grievance with his Supervisor within seven (7) working days of his having opportunity to become aware of his grievance. The employee's Supervisor, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties) the grievance shall be deemed to be abandoned.

STEP (2) Should a solution not be reached by Step 1, the grievance shall be filed in writing to the Branch Manager. The Branch Manager, the employee, Shop Steward and/or the Business Representative shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within seven (7) working days of its being filed, the grievance will automatically be referred to the Region Manager.

STEP (3) The Region Manager, or his designate, in the event that he is absent, and a Representative of the Union, shall promptly attempt to resolve the grievance. If they are unable to resolve the grievance within ten (10) working days of its being referred to the Region Manager, it shall automatically be referred to Arbitration under this Article.

9.02 Where the parties elect to proceed to Arbitration, the party requesting arbitration will

name to the other party its selected single arbitrator in its request.

If a single arbitrator is not agreed upon within seven (7) days, they shall request the Minister of Labour for Canada to appoint a qualified arbitrator.

The arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. The decision of the arbitrator shall be binding on both parties.

- 9.03 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 9.04 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Company, that the Arbitrator shall be requested to hand down his decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 9.05 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.
- 9.06 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and General Holidays.
- 9.07 If the Company or the Union has a policy grievance it shall begin at Step 3 of the Grievance Procedure.

#### **ARTICLE 10: ATTENDING COURT & MEDICAL EXAMINATIONS**

- 10.01 The Company shall grant a leave of absence without pay to employees who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- 10.02 The Company, the Union and the driver shall all co-operate in the matters of safety and health. 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. The Company and the Union shall agree mutually upon the choice of the Doctor who shall perform such examination. The Union agrees to discourage the abuse of any benefits and to co-operate in any matters to improve the health and safety of the work force.

**ARTICLE 11: BEREAVEMENT LEAVE**

11.01 In the event of death of an immediate family member and upon request of a regular driver, three (3) straight time days off work will be paid for by the Company at the time of the notification of death or at the time of the funeral.

Immediate family shall be defined to include a spouse (including common-law spouse), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather and grandmother. In addition, if the employer is notified of the death while the employee is working, the employee will be excused from and paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave.

11.02 Special attention will be given to leave of absence without pay in the event of death of other relatives, associates or friends.

**ARTICLE 12: GENERAL HOLIDAYS**

12.01 Every driver shall be granted holiday pay for ten (10) hours at the appropriate hourly rate of pay on each of the following General Holidays falling within any period of his employment:

- |                   |                                   |
|-------------------|-----------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day               |
| 2. Good Friday    | 7. Remembrance Day                |
| 3. Victoria Day   | 8. Christmas Day                  |
| 4. Canada Day     | 9. Boxing Day                     |
| 5. Labour Day     | 10. August Civic Holiday/B.C. Day |

Overtime premium will be paid for all hours actually worked on a General Holiday (midnight to midnight).

12.02 Employees absent from duty other than for proven sickness, Company authorization, scheduled days off or annual vacation on the day before or the day after such holiday named in Article 12.01, shall not be paid for such holiday.

**ARTICLE 13: ANNUAL VACATION**

13.01 Upon completion of continuous employment with the Company for the number of years hereafter listed, vacation shall be granted and vacation pay shall be paid on the basis of the percentage of gross earnings accrued since the last vacation, as follows:

- (1) at any time after one (1) year - two (2) weeks at four percent (4%) or,
- (2) at any time after three (3) years - three (3) weeks at six percent (6%) or,

- (3) at any time after ten (10) years - four (4) weeks at eight percent (8%) or,
- (4) at any time after eighteen (18) years - five (5) weeks at ten percent (10%).

13.02 Every driver is entitled to and shall be granted annual vacation after the year it was earned. Consideration shall be given to pro-rated vacation after six (6) months of first year employed.

13.03 An employee entitled to annual vacation shall be granted, and must take, such vacation within the twelve (12) month period immediately following December 31 of the previous year.

13.04 The Company shall post, and leave posted for the entire year, an annual vacation schedule on notice boards regularly available to employees.

Such schedule shall be posted on the first working day of January of each year, for all employees to indicate their choice of annual vacation dates, by Company seniority. Employees not indicating their choices by February 15 of each year shall have their annual vacation assigned by the Company at a time of the Company's choosing.

Employees shall not be permitted to change scheduled vacation within thirty (30) days of its start unless a junior employee, in seniority order, can be found with the Company's approval, to take the same time slot.

**13.05 Employees shall have the option of requesting the full amount of vacation pay or portion thereof. Vacation pay shall be paid on the next payday with their regular pay. The vacation pay or portion thereof shall be taxed at vacation pay rate. Annual vacation pay shall be requested by the employee two (2) weeks prior to the date they require it.**

In any case annual vacation pay will be paid to the employee at least two (2) working days prior to the commencement of their annual vacation.

13.06 Every employee shall be granted annual vacation of at least two (2) consecutive weeks if they so desire.

13.07 If operations require (as determined by the Company) drivers entitled to more than two (2) weeks vacation may be required to take the additional vacation at the time designated by the Company.

13.08 An employee who resigns or is discharged shall be paid for all annual vacation, up to and including the last day worked, at his appropriate percentage rate. Such payment is to be made within seven (7) days of his resignation or discharge.

13.09 During prime vacation time (June 15 to September 5, and December 20 to January 2) no driver shall be entitled to more than two (2) weeks vacation unless there is unallocated vacation time in which case such time shall be awarded, one (1) week at a time, in seniority order.

**13.10 All requests for time off shall be submitted in writing prior to the date of requested time off. The company shall respond within two working days.**

#### **ARTICLE 14: HOURS OF WORK**

14.01 The Canada Labour (Standards) Code, shall govern hours of work and drivers shall maintain such records as may be required by Law or the Company's policy and procedures for that purpose.

The Company and the Union agree to comply with the regulations governing the industry.

14.02 It is agreed that productive time spent on hourly and/or mileage driving will form the basis of daily overtime pay calculations, excluding rest breaks, meals, pre and post-trip and lay-overs.

Work for sleeper teams shall be paid when both drivers are required to be out of the unit and both are engaged in productive tasks. If only one driver is engaged in productive tasks the one not so involved shall only receive the hourly rate and this time shall not count as productive time for overtime purposes.

Examples of productive time are:

- Time spent waiting for or on ferries where the driver is required to stay with the unit.
- Shop time where driver is involved in a productive task, i.e.: helping with or doing repairs, cleaning equipment, i.e.: windows, floors, etc.
- Extra load/unload time where driver is required to stay with unit.
- Breakdown time where driver is assisting in repairs, obtaining assistance, or maintaining the safety of the unit, i.e.: directing or warning traffic, etc.

Examples of non-productive time are:

- Time spent on ferries where driver is not allowed to stay with unit, i.e.: to/from Vancouver Island or Sunshine Coast.
- Extra load/unload time where driver can leave unit, i.e.: to have a coffee and eat

at any appropriate facility, take a break, etc.

- Breakdown time on layover, or where driver is not assisting to repair or maintain the safety of the unit, i.e.: sitting in cab.
- Anytime driver is relieved from duty, whether or not there is any payment to driver.

14.03 The Union recognizes that because the work and services which the Company must provide is of an irregular nature, it may be necessary to change the day of rest.

14.04 When it can be shown that senior drivers are not receiving ninety (90) hours of work per pay period, **(Log able Hours)**, the junior driver(s) will be laid off.

#### **ARTICLE 15: MEAL AND COFFEE BREAKS**

15.01 Every employee shall be granted an unpaid thirty (30) minute meal break after four (4) hours of work.

15.02 An employee on hourly-rated trips will be entitled to one (1) break of fifteen (15) minutes during both the first and second half of any shift, when possible, paid for at regular pay.

#### **ARTICLE 16: EQUIPMENT ALLOCATION**

16.01 Equipment shall be allocated as per the Local Branch "Truck Bid" rules which shall be mutually agreed upon between the Union and the Company before posting.

#### **ARTICLE 17: SAFETY AND TRAINING / UNIFORMS**

17.01 The Company agrees it shall abide by the Canada Labour Code in all matters of health and safety and further shall conduct Occupational Health and Safety meetings in accordance with said code and shall furnish minutes of said meetings to the Union. **Time spent in all meetings will be considered productive time.**

17.02 Where the nature of the work or working conditions so require, employees shall be supplied the appropriate safety equipment, at the employer's expense. This equipment shall be maintained and replaced, wherever necessary, at the employer's expense. Items

in need of replacement must be returned or replacement will be at the employee's expense. For the purpose of this article, gloves are considered safety equipment.

17.03 It is to the mutual advantage of both the Company and the driver that drivers shall not operate vehicles which are not in a safe operating condition. It shall be the duty of the driver to report promptly on all defects in equipment. All equipment defects so reported will be inspected and corrected if necessary. The equipment will then be certified as being satisfactory for service and safe for operation and this information made available to the driver for the next trip.

17.04 The Company agrees that no vehicle accident shall be classified preventable without first making a complete and impartial investigation. The driver(s) involved shall be given every opportunity to relate his report before any classification is made. The Company further recognizes the right of the Union to represent any driver in appealing any classification deemed questionable by the Union before such accident is reported to the National Safety Council. Unless expressly agreed to by the Company, no time spent by any driver or the Union investigating accidents will be paid by the Company.

17.05 The Company shall not issue, nor shall an employee accept, instructions to operate equipment or handle products for which the employee is not qualified.

Any driver desiring initial or upgrade training to handle any product shall notify the Company in writing. If there is a reasonable expectation by the Company of the work being available, such training shall be provided at an appropriate time.

17.06 Upon completion of their probationary period, drivers may desire to obtain a uniform and/or CSA approved work boots on an annual basis.

The Company shall pay the first two hundred dollars (\$200.00) upon presentation of original receipts or other suitable verification of purchase. Cost in excess of two hundred dollars (\$200.00) shall be the responsibility of the driver and shall be handled through payroll deduction, in two (2) successive pay periods.

17.07 Each driver shall be responsible for leaving the tractor(s) used during his shift in a clean condition. This shall include but not be limited to cleaning all lights, mirrors and windows (inside and out), emptying ashtrays, removing unwanted items, cleaning the floor and removing all traces of tobacco and leaving the unit at least as clean as found.

As well each driver shall repair or have repaired all items, including tire chains, damaged or broken during his shift, or any items noted to be defective on daily inspection sheet.

Failure to abide with the foregoing shall be subject to discipline.

17.08 When an employee is required to attend training or work out of another branch, the company shall cover all reasonable expenses incurred by the employee as follows:

- \$25.00 per day for meals
- Hotel room to be supplied by the company
- Pay for all hours spent on training at the regular work time rate
- Pay at the regular rate for travel time when attending training out of branch or travelling to an out of town branch

**ARTICLE 18: SPECIAL WORKING CONDITIONS**

18.01 All mileage shall be based on official Provincial and/or State miles, or mileage guides, if available. Mileages will be from city centre to city centre. A listing of mileages for frequently travelled routes will be posted at each branch.

Any discrepancies in mileage shall be brought to the attention of the Branch Manager who shall investigate the situation. Should a discrepancy be found, the mileage shall be adjusted accordingly.

18.02 A trip is defined as the movement from the point of origin to the point of loading and on to the point of unloading and return to home terminal. When dispatched to the next loading point and after unloading, the first trip will have ended at the point of unloading. Any empty miles going to the next point of loading shall be included in the next trip.

18.03 A single driven trip operation is from point of dispatch to point of rest, layover or book-off. When two (2) drivers operate one (1) "sleeper unit" their operations shall be programmed on a continuous basis whenever reasonable and possible.

18.04 The mileage rate shall be paid for each trip in excess of one hundred (100) miles (round trip) to compensate for duties performed in driving, fueling, checking equipment, pre-trip preparing for departure at original departure to tie-up and post trip at final destination.

18.05 The hourly rate shall be paid excluding breaks and meals and calculated to the nearest quarter hour for:

- (1) On all driving on other than main highway roads where the average speed is less than thirty-five (35) miles per hour;
- (2) For city driving which is all driving exclusively within a ten (10) mile radius of driver's home terminal;
- (3) On all trips under one hundred (100) miles round trip.

18.06 Time spent by driver taking a tractor or empty truck (without trailers attached) shall be paid at the applicable driving rates.

- 18.07 Drivers shall be paid the hourly rate for actual time spent loading or unloading.
- 18.08 The applicable hourly rate shall be paid for:
- (1) Loading or unloading where driver is not involved in a trip.
  - (2) Manual loading or unloading.
  - (3) Unloading commodities into barrels or bags.
  - (4) Working at Branch as directed.
  - (5) Working on equipment.
  - (6) Time spent in excess of one-half hour in pre-trip inspection and preparation, and in excess of one-half hour on post-trip duties when paid on a mileage basis.
  - (7) Non-driving time spent by driver on assignment by Company.
  - (8) All necessary delay time at border crossings in excess of fifteen (15) minutes.
  - (9) Chaining and unchaining.
  - (10) Road delays in excess of fifteen (15) minutes.
- 18.09 When an employee is required to use his or her vehicle for Company business, said employee shall be reimbursed at a rate of twenty-six cents (\$.26) per kilometre.
- Should an employee be required to travel more than five thousand (5000) kilometres in a year on Company business, he will be reimbursed an additional six (6) cents per kilometre (total three hundred dollars (\$300.00) for those first five thousand (5000) kilometres).
- 18.10 A minimum of four (4) hours pay at the applicable hourly rate shall be paid when driver is called out and reports to work but is not given four (4) or more hours of work.
- If driver works 5 - 6 hours he will be paid for 6 hours.
  - If driver works 7 - 8 hours he will be paid for 8 hours.
- 18.11 Where sleeping accommodation is necessary, drivers will be compensated for the actual cost thereof provided that such cost is deemed reasonable by the Company and provided further that such cost is properly substantiated by voucher or receipt.

18.12 Layover - Time spent by a driver after the first fourteen (14) hours in each twenty-four (24) hour period when a driver is required to lay-over during any trip at ten (10) paid hours away from home terminal, provided however -

1. That for the last ten (10) hours in any succeeding twenty-four (24) hour lay-over period, the driver must be away from his home terminal.
2. When a driver is required to lay-over at a location away from home terminal and has not completed ten (10) hours he will be paid for the balance of the ten (10) hour period after which he may be dispatched or begin lay-over procedure.
3. When a driver is removed from a sleeper unit at a point away from home terminal he will be paid the applicable hourly rate up to eight (8) hours, after which he may be dispatched or begin lay-over procedure.
4. Any sleeper team delayed away from home terminal for less than eight (8) hours will be paid at the hourly rate (split).
5. The Company agrees that whenever possible drivers will be advised at point of origin in regard to lay-over.

18.13 Every effort will be made to have drivers relieved of duty by 6:00 P.M. on December 24<sup>th</sup> and on December 31<sup>st</sup> and within reason not dispatched before 10:00 P.M., December 26<sup>th</sup> and/or January 1<sup>st</sup>.

Each location will post a sign-up sheet two weeks in advance. If no volunteers, work will be assigned in reverse seniority by qualified employee.

18.14 The existing arrangements at branches with respect to days-off will be maintained unless there are changes in work patterns at the specific branches.

Any new rules with respect to equipment or day-off allocation will reflect the principle of seniority in the same manner as do the present rules and will first be discussed with the Union.

If any such rules conflict with any provision of this Agreement, such rules will not apply.

18.15 Each branch may establish a rule regarding time allowed to report for a trip. Any such rule must recognize the need for exceptions to meet customer requirements. Failing to reach agreement at the branch level, the matter will be referred to the Region Manager for

resolution.

## **ARTICLE 19: JOB SECURITY AND TECHNOLOGICAL CHANGE**

19.01 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 drivers subject to this Agreement and the term "third party" shall mean and include all Company affiliates, lessees, owner-drivers, etc.

19.02 (a) In this Article, "technological change" shall mean:

- (1) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized; and
- (2) a change in the manner in which the Employer carries on its work undertaking or business that is directly related to the introduction of that equipment or material.

(b) If the Employer introduces a technological change that will directly result in the termination of any regular employee:

- (1) The Employer will provide sixty (60) days advance written notice of the technological change to the Union. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of regular employees who will be terminated as a direct result of the technological change.
- (2) The Employer will, upon the request of the Union, meet with the Union as soon as possible after providing the above notice in order to discuss the technological change.
- (3) The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of technological change, but whose seniority may entitle them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.

(c) Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement.

**ARTICLE 20: SEVERANCE**

20.01 Severance pay shall be paid in accordance with the Canada Labour Code.

**ARTICLE 21: PAY PERIODS**

21.01 Employee pay shall be made every second Wednesday, by direct deposit, with cut-off at midnight Saturday, eleven (11) days previous. A general holiday as recognized in the Agreement occurring between cut-off and Wednesday normally designated may later pay dates accordingly.

21.02 If an employee is short paid fifty dollars (\$50.00) or more and requests payment of outstanding amount, such payment shall be made within two (2) working days.

21.03 The Company shall, on each employee's pay statement provide full particulars of all earnings and deductions for that pay period.

**ARTICLE 22: WAGES**

**Hourly is in dollars, mileage in cents**

**Effective December 1<sup>st</sup>, 2003**

**AREAS I & II - Except Edmonton Branch 12 As Noted Separately**

	<b><u>5 Axle</u></b>	<b><u>6 Axle</u></b>	<b><u>7 Axle</u></b>	<b><u>8 Axle</u></b>
<b>Mileage</b>				
<b>Single</b>	<b>31.98</b>	<b>33.00</b>	<b>34.10</b>	<b>35.05</b>
<b>Sleeper</b>	<b>Additional 10.15 (cents) per mile.</b>			
<b>Hourly</b>	<b>14.69</b>	<b>14.88</b>	<b>14.88</b>	<b>15.41</b>
<b>Overtime</b>	<b>7.35</b>	<b>7.44</b>	<b>7.44</b>	<b>7.71</b>

	<b><u>5 Axle</u></b>	<b><u>6 Axle</u></b>	<b><u>7 Axle</u></b>	<b><u>8 Axle</u></b>
<b><u>Edmonton</u></b>				
<b>Mileage</b>				

Single Sleeper	31.98	33.00	34.10	35.05
	Additional 10.15 (cents) per mile.			
Hourly Overtime	13.72	13.92	13.92	14.45
	6.86	6.96	6.96	7.23

***AREA III - Except Edmonton Branch 12 As Noted Separately***

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage Single Sleeper	32.59	33.82	35.03	35.89
	Additional 10.15 (cents) per mile.			
Hourly Overtime	14.69	14.88	14.88	15.41
	7.35	7.44	7.44	7.71
Edmonton Mileage Single Sleeper	32.59	33.82	35.03	35.89
	Additional 10.15 (cents) per mile.			
Hourly Overtime	13.72	13.92	13.92	14.45
	6.86	6.96	6.96	7.23

***AREA IV - Northern B.C. - Alaska Highway to Mile Post 54 - Except Edmonton Branch 12 As Noted Separately***

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage Single Sleeper	37.92	39.04	40.18	41.76
	Additional 10.15 (cents) per mile.			
Hourly Overtime	16.40	16.57	16.57	17.26
	8.20	8.29	8.29	8.63
Edmonton Mileage Hourly	43.56	43.56	43.56	43.56
	17.33	17.33	17.33	17.33

Sleeper Additional 10.15 (cents) per mile.

*AREA V - Alaska Highway - North of Mile Post Zero - Except Edmonton Branch 12 As Noted Separately*

*Zone 1 - Mile Post 0 to Fort Nelson  
 Zone 2 - Fort Nelson to Watson Lake  
 Zone 3 - Watson Lake to Whitehorse  
 Zone 4 - North and West of Whitehorse*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single				
Zone 1	38.26	40.16	41.24	42.75
Zone 2	42.08	43.99	45.07	46.59
Zone 3	43.60	45.49	46.59	48.10
Zone 4	45.75	47.63	48.72	50.24

Sleeper: All Zones additional 10.15 (cents) per mile.

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
All Zones				
Hourly	16.13	16.30	16.30	16.96
Overtime	8.07	8.15	8.15	8.48

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Edmonton				
All Zones				
Mileage	43.56	43.56	43.56	43.56
Hourly	17.33	17.33	17.33	17.33

*AREA VI - Kamloops, Langley, Coastal and Lower Mainland and Central B. C. - Except Edmonton Branch 12 As Noted Separately*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single	43.56	44.79	45.93	47.53
Sleeper	Additional 10.15 (cents) per mile.			
Hourly	18.04	18.20	18.20	18.88
Overtime	9.02	9.10	9.10	9.44

<b>Edmonton</b>				
<b>Mileage</b>	<b>43.56</b>	<b>43.56</b>	<b>43.56</b>	<b>43.56</b>
<b>Hourly</b>	<b>17.33</b>	<b>17.33</b>	<b>17.33</b>	<b>17.33</b>
<b>Sleeper</b>	<b>Additional 10.15 (cents) per mile.</b>			

**Langley Local Hourly Work**

<b><u>5 Axle</u></b>	<b><u>6 Axle</u></b>	<b><u>7 Axle</u></b>	<b><u>8 Axle</u></b>
<b>19.33</b>	<b>19.48</b>	<b>19.48</b>	<b>19.80</b>

**Effective December 1<sup>st</sup>, 2004**

**AREAS I & II - Except Edmonton Branch 12 As Noted Separately**

	<b><u>5 Axle</u></b>	<b><u>6 Axle</u></b>	<b><u>7 Axle</u></b>	<b><u>8 Axle</u></b>
<b>Mileage</b>	<b>32.46</b>	<b>33.50</b>	<b>34.61</b>	<b>35.58</b>
<b>Single</b>	<b>Additional 10.30 (cents) per mile.</b>			
<b>Sleeper</b>				

<b>Hourly</b>	<b>14.91</b>	<b>15.10</b>	<b>15.10</b>	<b>15.64</b>
<b>Overtime</b>	<b>7.46</b>	<b>7.55</b>	<b>7.55</b>	<b>7.82</b>

	<b><u>5 Axle</u></b>	<b><u>6 Axle</u></b>	<b><u>7 Axle</u></b>	<b><u>8 Axle</u></b>
<b><u>Edmonton</u></b>				
<b>Mileage</b>	<b>32.46</b>	<b>33.50</b>	<b>34.61</b>	<b>35.58</b>
<b>Single</b>	<b>Additional 10.30 (cents) per mile.</b>			
<b>Sleeper</b>				

<b>Hourly</b>	<b>13.93</b>	<b>14.13</b>	<b>14.13</b>	<b>14.67</b>
<b>Overtime</b>	<b>6.97</b>	<b>7.07</b>	<b>7.07</b>	<b>7.34</b>

**AREA III - Except Edmonton Branch 12 As Noted Separately**

<b><u>5 Axle</u></b>	<b><u>6 Axle</u></b>	<b><u>7 Axle</u></b>	<b><u>8 Axle</u></b>
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Mileage				
Single	<b>33.08</b>	<b>34.33</b>	<b>35.56</b>	<b>36.43</b>
Sleeper	Additional <b>10.30</b> (cents) per mile.			
Hourly	<b>14.91</b>	<b>15.10</b>	<b>15.10</b>	<b>15.64</b>
Overtime	<b>7.45</b>	<b>7.55</b>	<b>7.55</b>	<b>7.82</b>
Edmonton				
Mileage				
Single	<b>33.08</b>	<b>34.33</b>	<b>35.56</b>	<b>36.43</b>
Sleeper	Additional <b>10.30</b> (cents) per mile.			
Hourly	<b>13.93</b>	<b>14.13</b>	<b>14.13</b>	<b>14.67</b>
Overtime	<b>6.97</b>	<b>7.07</b>	<b>7.07</b>	<b>7.34</b>

*AREA IV - Northern B.C. - Alaska Highway to Mile Post 54 - Except Edmonton Branch 12 As Noted Separately*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single	<b>38.49</b>	<b>39.63</b>	<b>40.78</b>	<b>42.39</b>
Sleeper	Additional <b>10.30</b> (cents) per mile.			
Hourly	<b>16.65</b>	<b>16.82</b>	<b>16.82</b>	<b>17.52</b>
Overtime	<b>8.33</b>	<b>8.41</b>	<b>8.41</b>	<b>8.76</b>
Edmonton				
Mileage	<b>44.21</b>	<b>44.21</b>	<b>44.21</b>	<b>44.21</b>
Hourly	<b>17.59</b>	<b>17.59</b>	<b>17.59</b>	<b>17.59</b>
Sleeper	Additional <b>10.30</b> (cents) per mile.			

*AREA V - Alaska Highway - North of Mile Post Zero - Except Edmonton Branch 12 As Noted Separately*

*Zone 1 - Mile Post 0 to Fort Nelson*  
*Zone 2 - Fort Nelson to Watson Lake*  
*Zone 3 - Watson Lake to Whitehorse*  
*Zone 4 - North and West of Whitehorse*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single				
Zone 1	<b>38.83</b>	<b>40.76</b>	<b>41.86</b>	<b>43.39</b>
Zone 2	<b>42.71</b>	<b>44.65</b>	<b>45.75</b>	<b>47.29</b>
Zone 3	<b>44.25</b>	<b>46.17</b>	<b>47.29</b>	<b>48.82</b>
Zone 4	<b>46.44</b>	<b>48.34</b>	<b>49.45</b>	<b>50.99</b>

Sleeper: All Zones additional **10.30** (cents) per mile.

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
All Zones				
Hourly	<b>16.37</b>	<b>16.54</b>	<b>16.54</b>	<b>17.21</b>
Overtime	<b>8.19</b>	<b>8.27</b>	<b>8.27</b>	<b>8.61</b>

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Edmonton				
Mileage	<b>44.21</b>	<b>44.21</b>	<b>44.21</b>	<b>44.21</b>
Hourly	<b>17.59</b>	<b>17.59</b>	<b>17.59</b>	<b>17.59</b>
Sleeper	Additional <b>10.30</b> (cents) per mile.			

*AREA VI - Kamloops, Langley, Coastal and Lower Mainland and Central B. C. - Except  
 Edmonton Branch 12 As Noted Separately*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single	<b>44.30</b>	<b>45.46</b>	<b>46.62</b>	<b>48.24</b>
Sleeper	Additional <b>10.30</b> (cents) per mile.			
Hourly	<b>18.31</b>	<b>18.47</b>	<b>18.47</b>	<b>19.16</b>
Overtime	<b>9.16</b>	<b>9.24</b>	<b>9.24</b>	<b>9.58</b>

Edmonton				
Mileage	<b>44.21</b>	<b>44.21</b>	<b>44.21</b>	<b>44.21</b>

Hourly Sleeper	<b>17.59</b>	<b>17.59</b>	<b>17.59</b>	<b>17.59</b>
	Additional 10.30 (cents) per mile.			

*Langley Local Hourly Work*

<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
<b>19.62</b>	<b>19.77</b>	<b>19.77</b>	<b>20.10</b>

Effective December 1<sup>st</sup>, 2005

*AREAS I & II - Except Edmonton Branch 12 As Noted Separately*

Mileage Single Sleeper	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
	<b>33.11</b>	<b>34.17</b>	<b>35.30</b>	<b>36.29</b>
	Additional 10.51 (cents) per mile.			

Hourly Overtime	<b>15.21</b>	<b>15.40</b>	<b>15.40</b>	<b>15.95</b>
	<b>7.61</b>	<b>7.70</b>	<b>7.70</b>	<b>7.98</b>

<u>Edmonton</u> Mileage Single Sleeper	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
	<b>33.11</b>	<b>34.17</b>	<b>35.30</b>	<b>36.29</b>
	Additional 10.51 (cents) per mile.			

Hourly Overtime	<b>14.21</b>	<b>14.41</b>	<b>14.41</b>	<b>14.96</b>
	<b>7.11</b>	<b>7.22</b>	<b>7.22</b>	<b>7.48</b>

*AREA III - Except Edmonton Branch 12 As Noted Separately*

<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
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Mileage				
Single	<b>33.74</b>	<b>35.02</b>	<b>36.27</b>	<b>37.16</b>
Sleeper	Additional <b>10.51</b> (cents) per mile.			
Hourly	<b>15.21</b>	<b>15.40</b>	<b>15.40</b>	<b>15.95</b>
Overtime	<b>7.61</b>	<b>7.70</b>	<b>7.70</b>	<b>7.98</b>
Edmonton				
Mileage				
Single	<b>33.74</b>	<b>35.02</b>	<b>36.27</b>	<b>37.16</b>
Sleeper	Additional <b>10.51</b> (cents) per mile.			
Hourly	<b>14.23</b>	<b>14.41</b>	<b>14.41</b>	<b>14.96</b>
Overtime	<b>7.12</b>	<b>7.21</b>	<b>7.21</b>	<b>7.48</b>

*AREA IV - Northern B.C. - Alaska Highway to Mile Post 54 - Except Edmonton Branch 12 As Noted Separately*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single	<b>39.26</b>	<b>40.42</b>	<b>41.60</b>	<b>43.24</b>
Sleeper	Additional <b>10.51</b> (cents) per mile.			
Hourly	<b>16.98</b>	<b>17.16</b>	<b>17.16</b>	<b>17.87</b>
Overtime	<b>8.49</b>	<b>8.58</b>	<b>8.58</b>	<b>8.94</b>
Edmonton				
Mileage	<b>45.09</b>	<b>45.09</b>	<b>45.09</b>	<b>45.09</b>
Hourly	<b>17.94</b>	<b>17.94</b>	<b>17.94</b>	<b>17.94</b>
Sleeper	Additional <b>10.51</b> (cents) per mile.			

*AREA V - Alaska Highway - North of Mile Post Zero - Except Edmonton Branch 12 As Noted Separately*

*Zone 1 - Mile Post 0 to Fort Nelson*  
*Zone 2 - Fort Nelson to Watson Lake*  
*Zone 3 - Watson Lake to Whitehorse*  
*Zone 4 - North and West of Whitehorse*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single				
Zone 1	<b>39.61</b>	<b>41.58</b>	<b>42.70</b>	<b>44.26</b>
Zone 2	<b>43.56</b>	<b>45.54</b>	<b>46.67</b>	<b>48.24</b>
Zone 3	<b>45.14</b>	<b>47.09</b>	<b>48.24</b>	<b>49.80</b>
Zone 4	<b>47.37</b>	<b>49.31</b>	<b>50.44</b>	<b>52.01</b>

Sleeper: All Zones additional **10.51** (cents) per mile.

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
All Zones				
Hourly	<b>16.70</b>	<b>16.87</b>	<b>16.87</b>	<b>17.55</b>
Overtime	<b>8.35</b>	<b>8.44</b>	<b>8.44</b>	<b>8.78</b>

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Edmonton				
Mileage	<b>45.09</b>	<b>45.09</b>	<b>45.09</b>	<b>45.09</b>
Hourly	<b>17.94</b>	<b>17.94</b>	<b>17.94</b>	<b>17.94</b>
Sleeper	Additional <b>10.51</b> (cents) per mile.			

*AREA VI - Kamloops, Langley, Coastal and Lower Mainland and Central B. C. - Except  
 Edmonton Branch 12 As Noted Separately*

	<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
Mileage				
Single	<b>45.19</b>	<b>46.37</b>	<b>47.55</b>	<b>49.20</b>
Sleeper	Additional <b>10.51</b> (cents) per mile.			
Hourly	<b>18.68</b>	<b>18.84</b>	<b>18.84</b>	<b>19.54</b>
Overtime	<b>9.34</b>	<b>9.42</b>	<b>9.42</b>	<b>9.77</b>
Edmonton				
Mileage	<b>45.09</b>	<b>45.09</b>	<b>45.09</b>	<b>45.09</b>
Hourly	<b>17.94</b>	<b>17.94</b>	<b>17.94</b>	<b>17.94</b>

Sleeper Additional **10.51** (cents) per mile.

*Langley Local Hourly Work*

<u>5 Axle</u>	<u>6 Axle</u>	<u>7 Axle</u>	<u>8 Axle</u>
<b>20.01</b>	<b>20.17</b>	<b>20.17</b>	<b>20.50</b>

22.02 It is mutually agreed that the pay rates and classifications set forth hereto shall form part of this Agreement throughout the whole of its term. Rates shall be paid at not less than shown therein, and shall thereby be considered minimum rates of pay.

22.03 In no event shall any time or pay be duplicated or pyramided.

22.04 U.S.A. pay rates shall be those of the Area in which the equipment was situated when it left a Canadian border point.

22.05 Special rates of pay for any new operations, areas or job classification 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.

22.06 A Langley hourly rated driver assigned to regular shifts on local work shall have a designated starting time on a weekly basis.

Where regular shifts on local hourly work are designated, a premium will be paid for the night (P.M.) shift on all straight time hours at the rate of fifty cents (\$.50) per hour. This premium will not be used for calculation of pay for any other purposes.

22.07 All probationary employees may be paid, at Company discretion, at a rate of ninety percent (90%) of the regular rate for the length of their probation (sixty (60) days).

22.08 When working as a sleeper team the mileage rate and loading/unloading time will be split. When both drivers are required to work both shall be paid individually.

22.09 Kamloops and Langley drivers shall not have their rates reduced when working in a lower rated area except, when working in Alberta at which time the appropriate Alberta rate shall apply. **Drivers shall not have their rates reduced when working in a lower rated**

**area.**

- 22.10 Dawson Creek drivers shall not have their rates reduced when working in a lower rated area
- 22.11 Area IV rates apply to Alaska Highway for trips that do not go north of Mile Post 54 in which case Area V, Zone 1 rates shall apply.
- 22.12 All Rand McNally mileage discrepancies shall be dealt with local branch management.**

### **ARTICLE 23: AREAS**

- 23.01 For the purposes of computing miles and pay, all trips and sleeper tours will be identified by individual geographical areas as per boundary descriptions as herein.

1. **AREA I** (*Alberta & East*)

All of Alberta excluding Area II and Area III including Province east of Alberta, except Northern Saskatchewan.

2. **AREA II** (*Northern Alberta and Northern Saskatchewan*)

All of Northern Alberta north of a line starting from the northern point of Willmore Wilderness Park and the B.C. Border in a line north of Valleyview, then eastward north of Smith, Wandering River and east to the Alberta-Saskatchewan Border then east through LaRonge to Flin Flon on the Manitoba-Saskatchewan Border, then north along that border.

All areas east of a line starting at the Willmore Wilderness Park and B.C. Border, north along the border to the southwest side of Highway #2, then to Dawson Creek then on the east side of the Alaska Highway to a point at Fort St. John, then northeast to the B.C. - Alberta Border and including the Northwest Territories.

3. **AREA III** (*Park & S.E. British Columbia & S.W. Alberta*)

Those areas of Alberta and B.C. within the boundaries of a line beginning at the U.S. - B.C. Border and following the B.C. - Alberta Border to the Banff Park then along the east border of the Banff, Jasper and Willmore Wilderness Park to the B.C. Border then south along the park border to the north border of Mt. Robson Provincial Park. Following South on the West Boundary to a point East of Tete Jaune, then South along a line crossing Highway #1 at the Ten Mile Brake Check (East of Golden) then continuing south along a line through the Eastern edge of Creston and on South to the International Boundary. Area III will also include Highways #1 and #1A west of Calgary to the Banff Park and Highway #3 West of Fort MacLeod to Creston.

4. **AREA IV**      *(Northern British Columbia)*

That part of B.C., north of a line of latitude north of Blue River, 150 Mile House, Williams Lake and Bella Bella and west of Area III and II and south of the Alaska Highway area boundary.

5. **AREA V**      *(Alaska Highway)*

Includes that area of Northern B.C. north and west of Ft. Nelson, north of a boundary line from Ft. Nelson east to the Alberta Border and west to the southern point of the Alaska - B.C. Border at Stewart that includes the Territory of the Yukon and State of Alaska.

6. **AREA VI**      *(Kamloops, Langley and Central British Columbia Coastal and Lower Mainland)*

That part of the B.C. Mainland south of Area IV and west of Area III including Vancouver Island.

Area VI also includes West from the Ten Mile Brake Check (East of Golden) on Highway #1 and continuing South along a line through the Eastern city limits of Creston and West thereof.

**ARTICLE 24: OVERTIME**

24.01      Designated hourly rated employees shall receive overtime pay, at the rate of one and one-half (1-1/2) times their hourly rate, for all time in excess of nine (9) hours.

24.02      Designated mileage rated employees shall receive overtime pay as per Article 22, for all time in excess of ten (10) hours. Such ten (10) hours shall include all productive time spent on hourly and mileage rated work.

24.03      Overtime pay for sleeper operations shall be paid for all productive hours in excess of twenty (20) productive hours in each twenty-four (24) hour period. All productive hours

must be verified by tach card or computer. A maximum of four (4) hours will be paid overtime in each twenty-four (24) hour period.

- 24.04 Each driver will have the option of banking the overtime premium, or to be paid on their pay cheque and shall inform the Company at beginning of each three month period of their choice.

Overtime premium pay shall be banked on productive hours earned basis, i.e., ½ hour earned equals ½ hour banked. All banked pay in excess of 60 hours shall be paid annually in March.

All time off shall be taken during non peak times and with the mutual agreement of the employee and the branch manager.

The employee will provide fourteen (14) days prior written notice to the pay to be taken.

#### **ARTICLE 25: PREMIUM PAYMENTS AND INCENTIVES**

- 25.01 Drivers who carry out additional and various duties of training of personnel selected by the Company will be additionally compensated twenty-five dollars (\$25.00) per day or five cents (\$.05) per mile, whichever is greater.

Specific training as required and directed by management which does not run over an entire trip will be compensated at two dollars (\$2.00) per hour.

- 25.02 All loaded miles between Hope and Trail, Castlegar or Rossland via the Hope-Princeton Highway a premium will be paid at one cent (\$.01) per mile on seven (7) axle and one and one-half cents (\$.015) per mile on eight (8) axle. These premiums will apply only on loads ex Greater Vancouver area destined to these Interior locations and vice versa.

- 25.03 In the event the Union brings employees, covered by this Agreement, to the negotiating table, said employee shall be granted a leave of absence and the Company shall compensate said employees, at their average daily wage to a maximum of four hundred (400) hours.

- 25.04 (1) The purpose of the Driver Incentive Program is to provide a financial as well as a moral obligation to drivers to practice safe and efficient driving procedures and includes accident prevention, protection of cargo, protection of equipment and property of the Company and the public, and the presentation by drivers of a good image to the public by way of assistance and courtesy.

- (2) Drivers will be advised monthly of the amount of incentive pay to their credit

less any approved deductions. The amount of incentive pay to the credit of each driver will be paid semi-annually on June 15th and December 15th of the six month period ended on the last pay period of the previous month.

Drivers incentive will be credited monthly as follows:

Mileage/Single	3/8 cent
/Sleeper	1/2 cent (split)
Hourly pay	15 cents

(Lay-over is not included in Incentive Plan)

- (3) When accident damage or loss, or damage to cargo or property occurs, deductions will be assessed against the responsible driver's credit balance.
- (4) Any deduction considered unfair by the driver may be appealed for review by a Safety Committee comprised of two (2) representatives from the Company and two (2) authorized representatives from the Union. If a majority decision cannot be reached by this Committee within seven (7) days of the matter having been referred to it, the matter will be submitted to the Region Manager for his decision, and which decision shall be subject to the grievance procedure commencing at Step 2 thereof.
- (5) The entire accumulated Safety Incentive shall be paid within thirty (30) days to an employee who retires.

25.05 To recognize safe operation without a preventable accident as described under National Safety Council rules, the Company will maintain its Safety Awards Program.

## **ARTICLE 26: PENSION AND BENEFITS**

26.01 Any change in the Company's pension and benefits plans shall not constitute a re-opening of this Agreement, provided, however, no changes shall be made without prior discussion with the Union. The Company shall supply the Union with a copy of the pension and benefits pamphlets.

Current Plans shall include:

Major Medical coverage  
Dental coverage  
Vision care  
Life insurance  
Accidental Death & Dismemberment  
Short Term Disability  
Long Term Disability  
Pension Plan

Cost sharing for benefits is on a 50 - 50 basis except for Provincial Medical Services Plan premiums which shall be paid one hundred percent (100%) by the Company.

NOTE: Definition of Disability

“Own Occupation” for the first twenty-four (24) months (30 months including STD and LTD) and following this period “any occupation”.

#### **ARTICLE 27: PRINTING OF AGREEMENT**

- 27.01 The Union shall be responsible for the printing of this Agreement.
- 27.02 The Company and Union shall equally share the cost of the printing of this Agreement.

#### **ARTICLE 28: SAVINGS**

- 28.01 If any Article or section of this Agreement should be held invalid by operation of law or by a 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 Agreement of 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.
- 28.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.
- 28.03 No employee who prior to the date of this Agreement was receiving more than the

appropriate rate of wages and/or premiums as set out within this Agreement shall suffer a reduction in such rate or premium because of the adoption of this Agreement.

**ARTICLE 29: DURATION**

- 29.01 This Agreement shall be in full force and effect from and including **December 1, 2003**, to and including **November 30, 2006**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **November 30, 2006**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 29.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Company shall lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

Signed this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

H.M. TRIMBLE & SONS (1983) LTD.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

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Rick McBride  
Region Manager, Alberta

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager, B. C.

**APPENDIX A**

**H.M. Trimble & Sons (1983) Ltd.**

**To:**

**Date:** \_\_\_\_\_

**From:**

**Subject: Written Warning**

**Incident:**

**Corrective Actions:**

**Follow-up:**

**I have received a copy of this warning:**

**Copy: Shop Steward  
Business Representative**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**This is to document disciplinary action. Additional information may be attached. All disciplinary action is subject to the grievance and arbitration procedure.**

**APPENDIX A**

**H.M. Trimble & Sons (1983) Ltd.**

**To:**

**Date:** \_\_\_\_\_

**From:**

**Subject: Reprimand**

**Incident:**

**Corrective Actions:**

**Follow-up:**

**I have received a copy of this reprimand:**

**Copy: Shop Steward  
Business Representative**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**This is to document disciplinary action. Additional information may be attached. All disciplinary action is subject to the grievance and arbitration procedure.**

**APPENDIX A**

**H.M. Trimble & Sons (1983) Ltd.**

**To:**

**Date:** \_\_\_\_\_

**From:**

**Subject: Suspension**

**Incident:**

**Corrective Actions:**

**Follow-up:**

**Suspension: From \_\_\_\_\_ to \_\_\_\_\_.**

**Return to work date \_\_\_\_\_.**

**Any future incidents will result in further discipline up to and including termination.**

**I have received a copy of this suspension letter.**

**Copy: Shop Steward  
Business Representative**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**This is to document disciplinary action. Additional information may be attached. All disciplinary action is subject to the grievance and arbitration procedure.**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**H. M. TRIMBLE & SONS (1983) LTD.**  
(Hereinafter called "the Company")

**AND:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**  
(Hereinafter called "the Union")

The parties hereby agree to form a committee, in each branch, with the intent of conducting a full review of the current dispatch system.

The Committee shall comprise of two (2) authorized representatives of the Union and two (2) representatives of the Company. The Committee shall bring forth and implement recommendations to improve the current system.

Until the Committee brings forth their recommendations, it is agreed and understood that the current dispatch practices shall be maintained.

It is further understood that, upon written notice, the Committee shall meet to hear and discuss any abuse by any party of the dispatch system with the intent of recommending corrective action.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

## LETTER OF AGREEMENT

**BETWEEN:**

**H. M. TRIMBLE AND SONS (1983) LTD.**

(Hereinafter called "the Company")

**AND:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**

(Hereinafter called "the Union")

1. All H. M. Trimble hauling into the south-east British Columbia mines will be paid at the contract rates with the following provisos:
  - (1) No subsistence shall be paid on these hauls.
  - (2) The mileage rate shall be paid from mine gate to mine gate.
2. H. M. Trimble will review existing Calgary hauling, other than above, and if considered necessary will request the International Union of Operating Engineers, Local 115 to consider negotiating exceptions identical to those in Clause 1. above.
3. New business being tendered, after the date of this Agreement, for operation out of H. M. Trimble, Calgary, may be subject to identical exceptions as described in Clause 1., above, if mutually agreed to by the Company and the Union.
4. H. M. Trimble agrees to work in co-operation with the Calgary International Union of Operating Engineers, Local 115 membership towards minimizing unnecessary wait and work time on all Calgary hauling and particularly hauling subject to these agreed upon conditions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**H. M. TRIMBLE AND SONS (1983) LTD.**

(Hereinafter called "the Company")

**AND:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**

(Hereinafter called "the Union")

This letter is to re-affirm that Kamloops has only one (1) seniority list and that it applies equally to all Kamloops Company drivers.

This also affirms that at any time any Company driver is not obtaining their minimum hours, or equivalent earnings, as specified within the Collective Agreement, the junior driver(s) shall be laid off.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

800 5 Avenue SW  
PO Box 3500  
Calgary, Alberta T2P 2P9

**April 24, 2002**

Ron Brady  
International Union of Operating Engineers  
Local 115  
785 Tranquille Road  
Kamloops, BC V2B 3J3

Dear Mr. Brady:

RE: H. M. TRIMBLE COMPANY DRIVERS

This letter is to confirm that the Company recognizes the job security concerns expressed by H. M. Trimble Drivers and to confirm the Company's intent related to such jobs security.

The Company will endeavour to retain the following number of Company power units at each Branch (Calgary - 10 units, Kamloops - 8 units, Langley - 12 units, 2 of which will be assigned to local work as presently done,) and to keep these units as busy as possible and in good operating order. This unusual step is a result of the very serious economic outlook at the present time and applies only for the duration of the Collective Agreement.

The Company does not intend to transfer work from the above Branches that would result in a reduction of the above number of Company power units.

Should a major change occur with respect to the work available to Company equipment, we will meet with the Union to fully discuss the change.

Yours very truly,

Rick McBride  
Region Manager

## LETTER OF AGREEMENT

BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter known as "the Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(Hereinafter known as "the Union")

The parties hereby agree that in addition to the city center to city center mileages paid, as per the Collective Agreement, an additional five (5) miles one way for trips east of Kamloops, north on Highway 5, or south via Highway 97 and an additional seven (7) miles one way for all other trips shall be paid for all loads from the North Kamloops Petro Canada Terminal.

Any driver who originates and ends his shift by travelling between the Petro Terminal and the Main Branch shall be paid an additional seven (7) one way miles.

The parties agree this Letter shall form part of the existing Collective Agreement between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

## LETTER OF AGREEMENT

BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter called "the Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(Hereinafter called "the Union")

The driver who is the bid driver on the sleeper unit shall pick a preferred partner and two alternatives, of mutual agreement, to run sleeper trips when they occur and shall notify the company in writing. If none of the partners are available the trip shall go to the next available sleeper unit. If no sleeper units are available the driver must pull the trip with another available driver or refuse the trip and work off the spareboard until his unit returns. If a bid driver repeatedly refuses trips; management will have the right to rebid his truck and place said driver on the spareboard.

In the event regular sleeper operation occurs, the bid driver shall pick a regular partner and they shall not be separated except by mutual agreement between the drivers and the Company.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

## LETTER OF UNDERSTANDING

BETWEEN:

H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter called the "Company")

AND:

International Union of Operating Engineers,  
Local 115  
(Hereinafter called the "Union")

The parties hereby agree the following "special rates" shall be in effect for the noted hauls for the term of the Collective Agreement:

- 1) **On the Blue Ridge resin and lumber haul an additional two dollars and fifty four cents (\$2.54) per hour as of December 1<sup>st</sup>, 2003, two dollars fifty eight cents (\$2.58) per hour as of December 1<sup>st</sup>, 2004 and two dollars sixty three cents (\$2.63) per hour over the Collective Agreement hourly rate on work time hours. To be in effect when resin/lumber units on haul to transport lumber backhauls.**
  
- 2) **On the Nalco Hauling an additional fifty one cents (\$0.51) per hour as of December 1<sup>st</sup>, 2003, fifty two cents (\$0.52) per hour as of December 1<sup>st</sup>, 2004 and fifty three (\$0.53) per hour over the Collective Agreement hourly rate for hourly paid work for all vehicle configurations, and the mileage rate shall be the Collective Agreement 115,000 lb. mileage rate for all vehicle configurations.**
  
- 3) **For all work defined as city hauling an additional fifty one cents (\$0.51) per hour as of December 1<sup>st</sup>, 2003, fifty two cents (\$0.52) per hour as of December 1<sup>st</sup>, 2004 and fifty three (\$0.53) per hour over the Collective Agreement hourly rate for all vehicle configurations.**

The parties agree this Letter shall form part of the existing Collective Agreement between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

# LETTER OF AGREEMENT

BETWEEN:

H. M. TRIMBLE AND SONS (1983) LTD.  
(Hereinafter called "the Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter called "the Union")

It is hereby agreed and understood that effective **December 1, 2003** the following are the terms of the Calgary Company Driver Shell haul:

- 1) A rate of **forty-one dollars and seventy six cents (\$41.76) per trip as of December 1<sup>st</sup>, 2003, forty-two dollars and thirty nine cents (\$42.39) per trip as of December 1<sup>st</sup>, 2004 and forty-three dollars and twenty four (\$43.24) per trip** shall be paid except for Cochrane, Okotoks, Strathmore and Airdrie, which shall be paid at the rate of **fifty-five dollars and forty-two cents (\$55.42) per trip as of December 1<sup>st</sup>, 2003, fifty-six dollars and twenty five cents (\$56.25) per trip as of December 1<sup>st</sup>, 2004 and fifty-seven dollars and thirty eight (\$57.38) per trip.**

- 2) If more that one drop per trip on trips within the Calgary City Limits is required, an additional **eleven dollars and six cents (\$11.06) per drop as of December 1<sup>st</sup>, 2003, eleven dollars twenty three cents (\$11.23) per drop as of December 1<sup>st</sup>, 2004 and eleven dollars forty five cents (\$11.45) per drop** for every drop after the first shall be paid.

If more than one drop per trip is required on Shell trips not within the city limits, an additional **thirteen dollars and thirty nine cents (\$13.39) per drop as of December 1<sup>st</sup>, 2003, thirteen dollars fifty nine cents (\$13.59) per drop as of December 1<sup>st</sup>, 2004 and thirteen dollars eighty six cents (\$13.86) per drop** for every drop after the first shall be paid.

- 3) Overtime shall be paid after nine (9) hours (including anytime flat rates paid in accordance with this Letter are combined with mileage paid trips) in a shift and shall be paid at the rate of **eight dollars and sixteen cents (\$8.16) per hour as of December 1<sup>st</sup>, 2003, eight dollars twenty eight cents (\$8.28) per hour as of December 1<sup>st</sup>, 2004 and**

**eight dollars forty five cents (\$8.45) per hour** overtime pay.

- 4) The above rates shall only apply to Shell deliveries within the Calgary City Limits, except where noted for Cochrane, Okotoks, Strathmore and Airdrie.
- 5) On Tridem loads, a rate of **thirty-seven dollars and seventy cents (\$37.70)** per trip as of **December 1<sup>st</sup>, 2003**, **thirty-eight dollars and twenty seven cents (\$38.27)** per trip as of **December 1<sup>st</sup>, 2004** and **thirty-nine dollars and four (\$39.04)** per trip shall be paid, except where noted for Okotoks and Airdrie, a flat rate of **forty-eight dollars and ninety-three cents (\$48.93)** per trip as of **December 1<sup>st</sup>, 2003**, **forty-nine dollars and sixty-six cents (\$49.66)** per trip as of **December 1<sup>st</sup>, 2004** and **fifty dollars and sixty-five (\$50.65)** per trip shall apply.
- 6) Breakdown and excessive wait/delay/work time due to accidents, road closures, line-ups, switching, mechanical faults, etc. shall be paid in accordance with the Collective Agreement in addition to this trip rate.
- 7) Trips outside the Calgary City Limits except where noted in Number (1) of this Letter shall be paid in accordance with the Collective Agreement.
- 8) The rates contained herein shall be subject to review upon thirty (30) days written notice of either party to the other or on notice to commence collective bargaining whichever comes first. In any case, these rates shall form a minimum until agreed otherwise.

The parties that this Letter of Agreement forms part of the existing Collective Agreement between the parties.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**FOR THE COMPANY**

Rick McBride  
Region Manager

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**FOR THE UNION**

Brian Lefebvre  
Business Representative

## LETTER OF AGREEMENT

BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter called "the Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter called "the Union")

The parties hereby agree that the "truck bid", its procedures and issues arising from it, including but not limited to the Company making their "best efforts" to keep bid drivers on their bid trucks, shall be, on a Branch by Branch basis, referred to the Dispatch Committee and dealt with in accordance with the Dispatch Committee procedures as contained within the Letter of Understanding pertaining to said Dispatch Committee.

Failing to reach agreement on "truck bid" issues said issues may be referred to the grievance and arbitration procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

## LETTER OF UNDERSTANDING

BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter called "the Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter called "the Union")

All mileage trips into Burnaby, Coquitlam, Delta and New Westminster will be paid twenty-two (22) miles in from Langley and twenty-two (22) miles return to Langley in addition to the trip mileage from and to Langley.

All mileage trips into downtown Vancouver and North Vancouver will be paid twenty-five (25) miles in from Langley and twenty-five (25) miles return to Langley in addition to the trip mileage from and to Langley.

The acid haul from Trail to the CP docks in Delta will be paid as follows:

Langley to Castlegar	360
Castlegar to Trail	17
Trail to Langley	377
22 into Delta	22
22 from Delta	<u>22</u>
Total	798

OR

Langley to Surrey	10
Surrey to Castlegar	370
Castlegar to Trail	17
Trail to CP docks	399
22 back from Delta	<u>22</u>
Total	818

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

---

Cornel Notenboom  
Region Manager

# LETTER OF AGREEMENT

BETWEEN:

H. M. TRIMBLE AND SONS (1983) LTD.  
(Hereinafter called "the Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter called "the Union")

The company will employ sleeper teams as required. It is the company's intention to only use sleeper teams when:

1. the customer requests that a sleeper unit and two drivers be dispatched or
2. the haul(s) exceed 500 miles prior to returning to the home terminal.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

---

Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

## LETTER OF AGREEMENT

BETWEEN:

**H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as “The Company”)**

AND

**International Union of Operating Engineers, Local 115  
(Hereinafter known as “The Union”)**

The Parties hereby agree this letter shall form the terms and conditions of the Langley, Branch 07, Chevron Petroleum haul.

1. The rates of pay shall be as per the attached schedule and is calculated as trip time (including pre and post trip inspections) times twenty dollars **(\$20.30) per hour as of December 1<sup>st</sup>, 2003, twenty dollars sixty cents (\$20.60) per hour as of December 1<sup>st</sup>, 2004 and twenty-one dollars one cent (\$21.01) per hour.**
2. The haul shall be posted for Company Drivers to bid on and shall be awarded in seniority order to drivers so bidding. If no existing drivers bid on the haul, drivers shall be hired for this haul.
3. Drivers bidding on the haul shall not be displaced or laid off unless there is a major loss of work within the Branch.
4. The days of work shall be either: 4 consecutive days on, followed by 3 consecutive days off, or: 4 consecutive days on, followed by 4 consecutive days off.
5. The daily hours of work shall be 12 hour shifts with reasonably regular start times.
6. The Company shall make every effort to ensure minimum daily earnings of two hundred three dollars (\$203.00) or more **as of December 1<sup>st</sup>, 2003, two hundred six dollars (\$206.00) or more as of December 1<sup>st</sup>, 2004 and two hundred ten dollars and ten cents (\$210.10) or more.**
7. Overtime shall be paid in accordance with the Canada Labour Code (after 60 hours in a seven (7) consecutive day period).

8. Overtime for work on general holidays shall be paid as per the Canada Labour Code. (Employees who are required to work on a general holiday, shall be paid, in addition to their regular rate of wages for that day, at a rate equal to one and a half times the regular rate of wages for the time worked on that day or be given another scheduled working day off with pay at some other time in addition to pay at their normal rate for the hours worked on the holiday.)
9. Drivers working this haul must work their shift if a general holiday falls on a regularly scheduled shift.
10. Breakdown and extra wait/delay/work time, in excess of fifteen (15) minutes per shift, due to accidents, road closures, lineups, switching, mechanical faults, etc. shall be paid, at the rate of twenty dollars and thirty (**\$20.30**) per hour as of December 1<sup>st</sup>, 2003, **twenty dollars sixty cents (\$20.60) per hour as of December 1<sup>st</sup>, 2004 and twenty-one dollars and one cent (\$21.01) per hour**, in addition to these rates.
11. These rates shall be subject to negotiation at the same time as the Collective Agreement.

The parties agree this letter shall form part of the existing Collective Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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For the Company  
Cornel Notenboom  
Region Manager

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For the Union  
Brian Lefebvre  
Business Representative

Effective December 1, 2003

DESTINATION	Rtn Mls	Rtn Hrs	Pre/Post	Load	Unload	Travel	Total Hrs	Flat Rate
Abbotsford - 1890 McCallum Rd.	62	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$69.02</b>
Abbotsford - 1999 Sumas Wy	84	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$69.02</b>
Abbotsford 2095 Clearbrook Rd.	78	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$69.02</b>
Abbotsford 32961 S. Fraserway	70	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$69.02</b>
Abbotsford C/L	84	3.11	0.13	0.5	0.5	2.11	3.24	<b>\$65.77</b>
Annacis Island C/L	19	3.16	0.13	0.5	0.5	2.16	3.29	<b>\$66.79</b>
Burnaby 4692 Imperial St.	12	2.21	0.08	0.5	0.5	1.21	2.29	<b>\$46.49</b>
Chilliwack 45610 Luckachuck Wy	121	4.05	0.17	0.5	0.5	3.05	4.22	<b>\$85.67</b>
Chilliwack 45864 Yale Rd. W	121	4.34	0.17	0.5	0.5	3.34	4.51	<b>\$91.55</b>
Chilliwack C/L	105	3.79	0.17	0.5	0.5	2.79	3.96	<b>\$80.39</b>
Coquitlam 1695 Como Lk Rd	19	2.39	0.08	0.5	0.5	1.39	2.47	<b>\$50.14</b>
Coquitlam C/L	25	2.48	0.08	0.5	0.5	1.48	2.56	<b>\$51.97</b>
Hope - Box 2076	180	4.88	0.2	0.5	0.5	3.88	5.08	<b>\$103.12</b>
Hope 885 Water St.	178	4.83	0.2	0.5	0.5	3.83	5.03	<b>\$102.11</b>
Langley - 19695 - 96th Ave.	44	2.6	0.13	0.5	0.5	1.6	2.73	<b>\$55.42</b>
Maple Ridge 20592 Lougheed	37	2.56	0.13	0.5	0.5	1.56	2.69	<b>\$54.61</b>
Mission - 32700 Lougheed	84	3.45	0.13	0.5	0.5	2.45	3.58	<b>\$72.67</b>
Pitt Meadows 12214 Harris Rd	40	2.66	0.13	0.5	0.5	1.66	2.79	<b>\$56.64</b>
PoCo - 1320 Kinsway Ave.	30	2.05	0.08	0.5	0.5	1.05	2.13	<b>\$43.24</b>
PoCo - 2525 Shaughnessey	23	2.69	0.13	0.5	0.5	1.69	2.82	<b>\$57.25</b>
PoCo - 2705 Lougheed	18	2.69	0.13	0.5	0.5	1.69	2.82	<b>\$57.25</b>
Princeton Box 1173	320	9.58	0.5	0.5	0.5	8.58	10.08	<b>\$204.62</b>
Richmond 7891 Grauer Rd.	40	3.5	0.17	0.5	0.5	2.5	3.67	<b>\$74.50</b>
Squamish 1902 Garibaldi Wy	96	4.9	0.2	0.5	0.5	3.9	5.10	<b>\$103.53</b>
Squamish C/L	96	4.9	0.2	0.5	0.5	3.9	5.10	<b>\$103.53</b>
Steveston Marine Ft of 6th	40	3.5	0.17	0.5	0.5	2.5	3.67	<b>\$74.50</b>
Surrey - 15180 96th Ave.	34	2.72	0.13	0.5	0.5	1.72	2.85	<b>\$57.86</b>

Effective December 1, 2004

DESTINATION	Rtn Mls	Rtn Hrs	Pre/Post	Load	Unload	Travel	Total Hrs	Flat Rate
Abbotsford - 1890 McCallum Rd.	62	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$70.06</b>
Abbotsford - 1999 Sumas Wy	84	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$70.06</b>
Abbotsford 2095 Clearbrook Rd.	78	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$70.06</b>
Abbotsford 32961 S. Fraserway	70	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$70.06</b>
Abbotsford C/L	84	3.11	0.13	0.5	0.5	2.11	3.24	<b>\$66.76</b>
Annacis Island C/L	19	3.16	0.13	0.5	0.5	2.16	3.29	<b>\$67.79</b>
Burnaby 4692 Imperial St.	12	2.21	0.08	0.5	0.5	1.21	2.29	<b>\$47.19</b>
Chilliwack 45610 Luckachuck Wy	121	4.05	0.17	0.5	0.5	3.05	4.22	<b>\$86.96</b>
Chilliwack 45864 Yale Rd. W	121	4.34	0.17	0.5	0.5	3.34	4.51	<b>\$92.92</b>
Chilliwack C/L	105	3.79	0.17	0.5	0.5	2.79	3.96	<b>\$81.60</b>
Coquitlam 1695 Como Lk Rd	19	2.39	0.08	0.5	0.5	1.39	2.47	<b>\$50.89</b>
Coquitlam C/L	25	2.48	0.08	0.5	0.5	1.48	2.56	<b>\$52.75</b>
Hope - Box 2076	180	4.88	0.2	0.5	0.5	3.88	5.08	<b>\$104.67</b>
Hope 885 Water St.	178	4.83	0.2	0.5	0.5	3.83	5.03	<b>\$103.64</b>
Langley - 19695 - 96th Ave.	44	2.6	0.13	0.5	0.5	1.6	2.73	<b>\$56.25</b>
Maple Ridge 20592 Lougheed	37	2.56	0.13	0.5	0.5	1.56	2.69	<b>\$55.43</b>
Mission - 32700 Lougheed	84	3.45	0.13	0.5	0.5	2.45	3.58	<b>\$73.76</b>
Pitt Meadows 12214 Harris Rd	40	2.66	0.13	0.5	0.5	1.66	2.79	<b>\$57.49</b>
PoCo - 1320 Kinsway Ave.	30	2.05	0.08	0.5	0.5	1.05	2.13	<b>\$43.89</b>
PoCo - 2525 Shaughnessey	23	2.69	0.13	0.5	0.5	1.69	2.82	<b>\$58.11</b>
PoCo - 2705 Lougheed	18	2.69	0.13	0.5	0.5	1.69	2.82	<b>\$58.11</b>
Princeton Box 1173	320	9.58	0.5	0.5	0.5	8.58	10.08	<b>\$207.69</b>
Richmond 7891 Grauer Rd.	40	3.5	0.17	0.5	0.5	2.5	3.67	<b>\$75.62</b>
Squamish 1902 Garibaldi Wy	96	4.9	0.2	0.5	0.5	3.9	5.10	<b>\$105.08</b>
Squamish C/L	96	4.9	0.2	0.5	0.5	3.9	5.10	<b>\$105.08</b>
Steveston Marine Ft of 6th	40	3.5	0.17	0.5	0.5	2.5	3.67	<b>\$75.62</b>
Surrey - 15180 96th Ave.	34	2.72	0.13	0.5	0.5	1.72	2.85	<b>\$58.73</b>

Effective December 1, 2005

DESTINATION	Rtn Mls	Rtn Hrs	Pre/Post	Load	Unload	Travel	Total Hrs	Flat Rate
Abbotsford - 1890 McCallum Rd.	62	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$71.46</b>
Abbotsford - 1999 Sumas Wy	84	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$71.46</b>
Abbotsford 2095 Clearbrook Rd.	78	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$71.46</b>
Abbotsford 32961 S. Fraserway	70	3.27	0.13	0.5	0.5	2.27	3.40	<b>\$71.46</b>
Abbotsford C/L	84	3.11	0.13	0.5	0.5	2.11	3.24	<b>\$68.10</b>
Annacis Island C/L	19	3.16	0.13	0.5	0.5	2.16	3.29	<b>\$69.15</b>
Burnaby 4692 Imperial St.	12	2.21	0.08	0.5	0.5	1.21	2.29	<b>\$48.13</b>
Chilliwack 45610 Luckachuck Wy	121	4.05	0.17	0.5	0.5	3.05	4.22	<b>\$88.70</b>
Chilliwack 45864 Yale Rd. W	121	4.34	0.17	0.5	0.5	3.34	4.51	<b>\$94.78</b>
Chilliwack C/L	105	3.79	0.17	0.5	0.5	2.79	3.96	<b>\$83.23</b>
Coquitlam 1695 Como Lk Rd	19	2.39	0.08	0.5	0.5	1.39	2.47	<b>\$51.91</b>
Coquitlam C/L	25	2.48	0.08	0.5	0.5	1.48	2.56	<b>\$53.81</b>
Hope - Box 2076	180	4.88	0.2	0.5	0.5	3.88	5.08	<b>\$106.76</b>
Hope 885 Water St.	178	4.83	0.2	0.5	0.5	3.83	5.03	<b>\$105.71</b>
Langley - 19695 - 96th Ave.	44	2.6	0.13	0.5	0.5	1.6	2.73	<b>\$57.38</b>
Maple Ridge 20592 Lougheed	37	2.56	0.13	0.5	0.5	1.56	2.69	<b>\$56.54</b>
Mission - 32700 Lougheed	84	3.45	0.13	0.5	0.5	2.45	3.58	<b>\$75.24</b>
Pitt Meadows 12214 Harris Rd	40	2.66	0.13	0.5	0.5	1.66	2.79	<b>\$58.64</b>
PoCo - 1320 Kinsway Ave.	30	2.05	0.08	0.5	0.5	1.05	2.13	<b>\$44.77</b>
PoCo - 2525 Shaughnessey	23	2.69	0.13	0.5	0.5	1.69	2.82	<b>\$59.27</b>
PoCo - 2705 Lougheed	18	2.69	0.13	0.5	0.5	1.69	2.82	<b>\$59.27</b>
Princeton Box 1173	320	9.58	0.5	0.5	0.5	8.58	10.08	<b>\$211.84</b>
Richmond 7891 Grauer Rd.	40	3.5	0.17	0.5	0.5	2.5	3.67	<b>\$77.13</b>
Squamish 1902 Garibaldi Wy	96	4.9	0.2	0.5	0.5	3.9	5.10	<b>\$107.18</b>
Squamish C/L	96	4.9	0.2	0.5	0.5	3.9	5.10	<b>\$107.18</b>
Steveston Marine Ft of 6th	40	3.5	0.17	0.5	0.5	2.5	3.67	<b>\$77.13</b>
Surrey - 15180 96th Ave.	34	2.72	0.13	0.5	0.5	1.72	2.85	<b>\$59.90</b>

## LETTER OF AGREEMENT

BETWEEN:

**H.M. Trimble & Sons (1983) Ltd.**  
**(Hereinafter known as "The Company")**

AND:

**International Union of Operating  
Engineers, Local 115**  
**(Hereinafter known as "The Union")**

RE: ELKVIEW COAL CO-OPERATION

The Parties hereby agree that on the new business of hauling to the above referenced customer, the Collective Agreement Overtime Provision (Article 24.02) is hereby amended to eleven and one-half (11 ½) hours.

All other terms and conditions of the Collective Agreement shall remain in full force and effect.

Signed this \_\_\_\_\_ day of April, 20\_\_.

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For the Company  
Carl Hector  
Branch Manager  
Branch #11, Calgary

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For the Union  
Brian Lefebvre  
Business Representative

## LETTER OF AGREEMENT

### BETWEEN:

**H.M. Trimble & Sons (1983) Ltd., Calgary, Branch 11  
(Hereinafter known as “The Company”)**

### AND:

**International Union of Operating Engineers, Local 115  
(Hereinafter known as “The Union”)**

It is hereby agreed this letter shall form the terms and conditions for the Calgary Branch 11 Company Drivers doing the “Elkview Mine” haul and shall be in effect as of **April 24, 2002**:

- 1. Effective December 1, 2003, a daily rate of \$210.00 shall be paid. Effective December 1, 2004, a daily rate of \$213.15 shall be paid. Effective December 1, 2005, a daily rate of \$217.41 shall be paid. There shall only be one (1) trip per day.**
- Overtime shall be paid, at the eight (8) axle rate, for all time worked on a statutory holiday in addition to this rate.
- All other premiums (i.e. training) shall be paid in addition to these rates.
- Breakdown and excessive wait/delay/work time due to accidents, road closures, lineups, switching, splitting, mechanical faults, etc. shall be paid in accordance with the Collective Agreement in addition to this trip rate.
- There shall be a posted yearly trip schedule for each Company Driver and such schedule shall run from truck bid to truck bid.
- The current Company Driver shall remain on the haul until the next truck bid at which time the haul shall be open for all Company Drivers to bid on, and shall be awarded strictly by seniority to those Company Drivers so bidding.

7. If, during the schedule year, vacancies occur, for any reason, they shall be posted for all Company Drivers to bid on and shall be awarded as above in 6). Until such vacancies are awarded (within seven (7) days), the haul shall be offered to Company Drivers in seniority order, however, if no Company Drivers take the haul, it shall be assigned in reverse seniority order.
8. Other than specified in this letter, there shall be no daily overtime or subsistence paid.
9. All other terms and conditions of the Collective Agreement shall apply.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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## LETTER OF AGREEMENT

### BETWEEN:

H.M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter referred to as "The Company")

### AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter referred to as "The Union")

It is hereby agreed that effective **December 1<sup>st</sup>, 2003** the following are the terms of the Nanaimo Uculet haul:

1. **Effective December 1, 2003, a daily rate of \$172.55 shall be paid. Effective December 1, 2004, a daily rate of \$175.14 shall be paid. Effective December 1, 2005, a daily rate of \$178.64 shall be paid.**
2. **If more than one (1) drop per trip is required, effective December 1, 2003, an additional twelve dollars and eighteen cents (\$12.18), effective December 1, 2004, an additional twelve dollars and thirty-six cents (\$12.36) and effective December 1, 2005, an additional twelve dollars and sixty-one cents (\$12.61), for every drop after the first shall be paid.**
3. Breakdown and extra wait/delay/work time in excess of 15 minutes per shift due to accidents, road closures, lineups, switching, mechanical faults, etc. shall be paid in accordance with the Collective Agreement in addition to these rates.
4. Article 12.01 shall apply to this trip rate.
5. Other than items 4 and 6, no overtime (except in excess of sixty (60) hours per seven (7) days period) shall be paid under the terms of this letter.
6. If additional work (locals, etc.) is worked preceding or following a Uculet trip, such work shall be paid at the normal daily overtime rate.

7. These rates shall form a minimum until agreed otherwise.
8. The parties agree this letter of agreement forms part of the existing Collective Agreement between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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For the Company  
Cornel Notenboom  
Region Manager

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For the Union  
Brian Lefebvre  
Business Representative

## LETTER OF UNDERSTANDING

BETWEEN:

**H.M. Trimble & Sons (1983) Ltd.**  
**(Hereinafter known as "The Company")**

AND

**International Union of Operating Engineers, Local 115**  
**(Hereinafter known as "The Union")**

The following shall form part of the current Collective Agreement in regards to the Kamloops Petro Canada trip rates.

Effective December 1/03

### **Petro Canada Sites**

	Trip Rate in Dollars		
Kamloops F.E. Travel Centre Dsl.	<b>\$42.18</b>	Rutland Plaza 33	<b>\$133.90</b>
Kamloops - Southside	<b>\$43.14</b>	Kelowna Crossroads	<b>\$134.22</b>
Kamloops - North Hills	<b>\$44.09</b>	Kelowna North End	<b>\$135.53</b>
Kamloops - Summit	<b>\$44.09</b>	Kelowna Orch Park	<b>\$135.53</b>
Kamloops - Centennial	<b>\$45.36</b>	Kelowna Nth Glenmore	<b>\$136.20</b>
Kamloops - Aberdeen	<b>\$45.99</b>	Kelowna Springfield	<b>\$139.37</b>
Kamloops Travel Cntr W Gas	<b>\$46.94</b>	Kelowna Richter	<b>\$140.79</b>
Rayleigh Station Gas	<b>\$48.21</b>	Westbank Blue Bird	<b>\$141.78</b>
Kamloops - Dallas Pk	<b>\$49.48</b>	Kelowna Blue Bird Gas	<b>\$145.06</b>
Chase Service Diesel	<b>\$71.01</b>	Westbank Service Gas	<b>\$146.70</b>
Falkland KamVrLnd O Dsl	<b>\$86.32</b>	Revelstoke Service Gas	<b>\$149.98</b>
Logan Lake Service Gas	<b>\$74.18</b>	100 Mile Service Gas	<b>\$150.96</b>
Cache Creek Service Gas	<b>\$94.19</b>	Peachland Petro	<b>\$155.89</b>
Merritt Hillside PC Gas	<b>\$89.27</b>	Princeton Service, Gasoline	<b>\$154.24</b>
Highland Valley	<b>\$101.50</b>	Summerland Parkdale	<b>\$162.45</b>
Salmon Arm Service	<b>\$98.78</b>	Lc La Hache Clanceys Gas	<b>\$169.34</b>
Salmon Arm McPherson	<b>\$100.76</b>	Penticton Chnnel Pkwy Gas	<b>\$172.63</b>
Clearwater Hub Groc	<b>\$102.72</b>	Penticton Cherrylane	<b>\$173.93</b>
Vernon Fleetstop Gas	<b>\$104.03</b>	Williams Lake Service Gas	<b>\$191.34</b>
Vernon Mike's Gas	<b>\$105.35</b>	Williams Lake Downtown	<b>\$192.97</b>
Clinton Service Gas	<b>\$113.56</b>	Rock Creek Service Gas	<b>\$215.62</b>
Vernon Corner Groc	<b>\$112.25</b>	Greenwood Service	<b>\$227.77</b>
Spences Bridge, Gas	<b>\$119.13</b>	Grand Forks Service	<b>\$250.09</b>
Winfield Applegate	<b>\$125.37</b>	Trail, Gasoline	<b>\$326.22</b>
Rutland Service Gas	<b>\$133.25</b>	Montrose, Gas	<b>\$336.06</b>
C-Site	<b>\$102.27</b>	C-Site/MWC	<b>\$101.58</b>
LL Dam Site	<b>\$102.38</b>		

Effective December 1/04

**Petro Canada Sites**

	Trip Rate in Dollars		
Kamloops F.E. Travel Centre Dsl.	<b>\$42.81</b>	Rutland Plaza 33	<b>\$135.91</b>
Kamloops - Southside	<b>\$43.79</b>	Kelowna Crossroads	<b>\$136.23</b>
Kamloops - North Hills	<b>\$44.75</b>	Kelowna North End	<b>\$137.56</b>
Kamloops - Summit	<b>\$44.75</b>	Kelowna Orch Park	<b>\$137.56</b>
Kamloops - Centennial	<b>\$46.04</b>	Kelowna Nth Glenmore	<b>\$138.24</b>
Kamloops - Aberdeen	<b>\$46.68</b>	Kelowna Springfield	<b>\$141.46</b>
Kamloops Travel Cntr W Gas	<b>\$47.64</b>	Kelowna Richter	<b>\$142.90</b>
Rayleigh Station Gas	<b>\$48.93</b>	Westbank Blue Bird	<b>\$143.91</b>
Kamloops - Dallas Pk	<b>\$50.22</b>	Kelowna Blue Bird Gas	<b>\$147.24</b>
Chase Service Diesel	<b>\$72.08</b>	Westbank Service Gas	<b>\$148.90</b>
Falkland KamVrLnd O Dsl	<b>\$87.61</b>	Revelstoke Service Gas	<b>\$152.23</b>
Logan Lake Service Gas	<b>\$75.29</b>	100 Mile Service Gas	<b>\$153.22</b>
Cache Creek Service Gas	<b>\$95.60</b>	Peachland Petro	<b>\$158.23</b>
Merritt Hillside PC Gas	<b>\$90.61</b>	Princeton Service, Gasoline	<b>\$156.55</b>
Highland Valley	<b>\$103.02</b>	Summerland Parkdale	<b>\$164.89</b>
Salmon Arm Service	<b>\$100.26</b>	Lc La Hache Clanceys Gas	<b>\$171.88</b>
Salmon Arm McPherson	<b>\$102.27</b>	Penticton Chnnel Pkwy Gas	<b>\$175.22</b>
Clearwater Hub Groc	<b>\$104.26</b>	Penticton Cherrylane	<b>\$176.54</b>
Vernon Fleetstop Gas	<b>\$105.59</b>	Williams Lake Service Gas	<b>\$194.21</b>
Vernon Mike's Gas	<b>\$106.93</b>	Williams Lake Downtown	<b>\$195.86</b>
Clinton Service Gas	<b>\$115.26</b>	Rock Creek Service Gas	<b>\$218.85</b>
Vernon Corner Groc	<b>\$113.93</b>	Greenwood Service	<b>\$231.19</b>
Spences Bridge, Gas	<b>\$120.92</b>	Grand Forks Service	<b>\$253.84</b>
Winfield Applegate	<b>\$127.25</b>	Trail, Gasoline	<b>\$331.11</b>
Rutland Service Gas	<b>\$135.25</b>	Montrose, Gas	<b>\$341.10</b>
C-Site	<b>\$103.80</b>	C-Site/MWC	<b>\$103.10</b>
LL Dam Site	<b>\$103.92</b>		

Effective December 1/05

**Petro Canada Sites**

	Trip Rate in Dollars		
Kamloops F.E. Travel Centre Dsl.	<b>\$43.67</b>	Rutland Plaza 33	<b>\$138.63</b>
Kamloops - Southside	<b>\$44.67</b>	Kelowna Crossroads	<b>\$138.95</b>
Kamloops - North Hills	<b>\$45.65</b>	Kelowna North End	<b>\$140.31</b>
Kamloops - Summit	<b>\$45.65</b>	Kelowna Orch Park	<b>\$140.31</b>
Kamloops - Centennial	<b>\$46.96</b>	Kelowna Nth Glenmore	<b>\$141.00</b>
Kamloops - Aberdeen	<b>\$47.61</b>	Kelowna Springfield	<b>\$144.29</b>
Kamloops Travel Cntr W Gas	<b>\$48.59</b>	Kelowna Richter	<b>\$145.76</b>
Rayleigh Station Gas	<b>\$49.91</b>	Westbank Blue Bird	<b>\$146.79</b>
Kamloops - Dallas Pk	<b>\$51.22</b>	Kelowna Blue Bird Gas	<b>\$150.18</b>
Chase Service Diesel	<b>\$73.52</b>	Westbank Service Gas	<b>\$151.88</b>
Falkland KamVrLnd O Dsl	<b>\$89.36</b>	Revelstoke Service Gas	<b>\$155.27</b>
Logan Lake Service Gas	<b>\$76.80</b>	100 Mile Service Gas	<b>\$156.28</b>
Cache Creek Service Gas	<b>\$97.51</b>	Peachland Petro	<b>\$161.39</b>
Merritt Hillside PC Gas	<b>\$92.42</b>	Princeton Service, Gasoline	<b>\$159.68</b>
Highland Valley	<b>\$105.08</b>	Summerland Parkdale	<b>\$168.19</b>
Salmon Arm Service	<b>\$102.27</b>	Lc La Hache Clanceys Gas	<b>\$175.32</b>
Salmon Arm McPherson	<b>\$104.32</b>	Penticton Chnnel Pkwy Gas	<b>\$178.72</b>
Clearwater Hub Groc	<b>\$106.35</b>	Penticton Cherrylane	<b>\$180.07</b>
Vernon Fleetstop Gas	<b>\$107.70</b>	Williams Lake Service Gas	<b>\$198.09</b>
Vernon Mike's Gas	<b>\$109.07</b>	Williams Lake Downtown	<b>\$199.78</b>
Clinton Service Gas	<b>\$117.57</b>	Rock Creek Service Gas	<b>\$223.23</b>
Vernon Corner Groc	<b>\$116.21</b>	Greenwood Service	<b>\$235.81</b>
Spences Bridge, Gas	<b>\$123.34</b>	Grand Forks Service	<b>\$258.92</b>
Winfield Applegate	<b>\$129.80</b>	Trail, Gasoline	<b>\$337.73</b>
Rutland Service Gas	<b>\$137.96</b>	Montrose, Gas	<b>\$347.92</b>
C-Site	<b>\$105.88</b>	C-Site/MWC	<b>\$105.16</b>
LL Dam Site	<b>\$106.00</b>		

**PAGE 4**

1. Overtime shall be paid in accordance with the Canada Labour Code (after 60 hours in a seven (7) consecutive day period). There shall be no daily overtime or subsistence.
2. Overtime for work on general holidays shall be paid as per the Canada Labour Code. (Employees who are required to work on a general holiday shall be paid, in addition to their regular rate of wages for that day, at a rate equal to one and a half times the trip rates for that day or be given another scheduled working day off with pay at some other time in addition to pay at their normal rate for the hours worked on the holiday.
3. Break down and extra wait/delay/work time, in excess of fifteen (15) minutes per shift, due to accidents, road closures, lineups, switching, mechanical faults, etc. shall be paid at the rate **effective December 1, 2003 of nineteen dollars sixty nine cents (\$19.69), effective December 1<sup>st</sup>, 2004 nineteen dollars ninety-nine cents (\$19.99) per hour and effective December 1<sup>st</sup>, 2005 twenty dollars thirty-nine cent (\$20.39) per hour.**
4. On a split delivery, a driver shall be paid the trip rate for the higher paid delivery, plus, **Effective December 1, 2003, an additional ten dollars sixty-six cents (\$10.66), effective December 1, 2004 an additional ten dollars eighty-two (\$10.82) and effective December 1, 2005 an additional eleven dollars four cents (\$11.04) per additional delivery.**
5. **All trip rates herein shall be subject to review and if the trip time standard does not work out to effective December 1, 2003, nineteen dollars sixty nine cents (\$19.69), nineteen dollars ninety-nine cents (\$19.99) per hour as of December 1<sup>st</sup>, 2004 and twenty dollars thirty-nine cent (\$20.39) per hour, said trip time standard shall be adjusted to a minimum as set out above.**
6. All issues arising from the applications and or efficiencies of the above shall be directed to the Trip Rate Committee who shall meet expediently to resolve the issues.

If the Committee cannot come to an agreeable resolve, the issue shall be forwarded to Step 3 of the grievance procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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For the Company  
Cornel Notenboom  
Region Manager

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For the Union  
Brian Lefebvre  
Business Representative

## LETTER OF UNDERSTANDING

BETWEEN :

H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as "The Company")

AND

International Union of Operating Engineers, Local 115  
(Hereinafter known as "The Union")

RE: WANETA ORE HAUL

The Parties hereby agree that a schedule laying out days on duty, days off duty and the hours of work for each on duty day shall be posted for the Waneta Ore Haul Drivers to bid on.

Such schedule shall be for one (1) year periods corresponding to the truck bids.

Such bids shall be awarded by Branch seniority to those drivers bidding.

The Company shall make all reasonable efforts to ensure the schedules are maintained.

**The transfer hourly rate shall be the same as the belly hourly rate (8-Axle hourly).**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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For the Company  
Cornel Notenboom  
Region Manager

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For the Union  
Brian Lefebvre  
Business Representative

## LETTER OF UNDERSTANDING

**BETWEEN :**

**H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as "The Company")**

**AND**

**International Union of Operating Engineers, Local 115  
(Hereinafter known as "The Union")**

**The company will establish one way trip rates by January 15, 2004. The effective hourly rate will be no lower than the 8-axle rate. If the company does not establish trip rates by January 15, 2004 all work south of Nanaimo shall be at the 8 axle hourly rate.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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For the Company  
Cornel Notenboom  
Region Manager

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For the Union  
Brian Lefebvre  
Business Representative

## LETTER OF UNDERSTANDING

BETWEEN:

H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as "The Company")

AND

International Union of Operating Engineers, Local 115  
(Hereinafter known as "The Union")

RE: CALGARY BRANCH 11 SHELL AGENCY WORK

**The parties hereby agree drivers doing Shell Agency work shall be paid, effective December 1, 2003 a rate of sixteen dollars fifty two cents (\$16.52), effective December 1<sup>st</sup>, 2004 a rate of sixteen dollars seventy-seven cents (\$16.77) per hour and effective December 1<sup>st</sup>, 2005 a rate of seventeen dollars eleven cent (\$17.11) per hour. Overtime shall be paid effective December 1, 2003 at the rate of eight dollars twenty six cents (\$8.26), effective December 1<sup>st</sup>, 2004 at the rate of eight dollars thirty nine cents (\$8.39) per hour and effective December 1<sup>st</sup>, 2005 at the rate of eight dollars fifty-six cent (\$8.56) per hour in addition to the above hourly rate for all hours worked beyond ten (10) hours per shift.**

**All other terms and conditions of the Collective Agreement shall remain in effect.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

LETTER OF UNDERSTANDING

BETWEEN:

H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as "The Company")

AND

International Union of Operating Engineers, Local 115  
(Hereinafter known as "The Union")

**The parties hereby agree the mileage in Area VI for the Calgary to Highland Valley Copper Mine Haul shall be effective December 1, 2003 forty-one point 44 cents (\$0.4144) per mile, effective December 1, 2004 forty-two point 06 cents (\$0.4206) per mile and effective December 1, 2005 forty-two point 90 cents (\$0.4290) per mile.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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## LETTER OF UNDERSTANDING

**BETWEEN :**

**H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as "The Company")**

**AND**

**International Union of Operating Engineers, Local 115  
(Hereinafter known as "The Union")**

**The parties hereby agree that the Company shall maintain current dispatch practices (Nov 13, 2003). Current practices will only be changed upon mutual agreement of the company and the union.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Rick McBride  
Region Manager

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Brian Lefebvre  
Business Representative

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Cornel Notenboom  
Region Manager

## LETTER OF UNDERSTANDING

**BETWEEN :**

**H.M. Trimble & Sons (1983) Ltd.  
(Hereinafter known as “The Company”)**

**AND**

**International Union of Operating Engineers, Local 115  
(Hereinafter known as “The Union”)**

**The undersigned parties hereby agree that the Waneta / Kettle Falls hauling, which is over 100 roundtrip miles, shall be paid at the hourly rate.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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For the Company  
Cornel Notenboom  
Region Manager

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For the Union  
Brian Lefebvre  
Business Representative