

## COLLECTIVE AGREEMENT

Between:

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

And:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

OWNER OPERATORS

APRIL 1<sup>ST</sup>, 2005 TO MARCH 31<sup>ST</sup>, 2008

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AGREEMENT Between:

H. M. Trimble & Sons (1983) Ltd.  
Owner Operators

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 owner operators, 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 owner operators 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 owner operators.
- 1.05 Each branch will form a labour-management committee consisting of a minimum of 2 members from labour and 2 members from management (but in all instances equal representation) for the purpose of discussing “workplace initiatives, problems and other issues that affect the parties or any owner operator bound by this agreement. The parties shall meet initially once every month and at a minimum of once per quarter in each branch. The purpose of the committee is to promote the cooperative resolution of workplace issues except safety and grievance issues, to foster the development of open and honest communication and to have a role in the decision making process.

Note: Safety issues may be brought forward for referral to the OHSC Committee.

## ARTICLE 2: UNION RECOGNITION

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the owner operators of the Company pursuant to certification order issued at Ottawa, Canada on the 17th day of October, 1991 by the Canada Labour Relations Board.

Whenever the term: "dependent contractor" is used, it shall be construed as meaning "owner operator" unless otherwise specifically stated. Employees of owner operators are not covered by this collective agreement, however reference may be made to such employees for administrative purposes.

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

In the event the Company is required by the Union to terminate owner operators 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 owner operator's hiring kit, a union membership card and a dues deduction card. The owner operator shall immediately fully complete said cards and return them to the Union.
- 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 owner operator and the monies applicable to each owner operator as described in Article 3.03 (1) above.
  - 3) The Company shall honour all requests to deduct fees and assessments based upon the number of drivers employed by each owner operator. Such fees and assessments shall be deducted from the owner operator's pay.
- 3.04 Upon receiving one (1) month's notice, by registered mail, from the Union of a change of 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 owner operators hired by the Company, stating the effective date and place of hiring, within thirty (30) days of such hiring, together with a list of terminated owner operators and shall further provide to the Union semi-annually during the term hereof a list setting forth the name, starting date and designated place of work of each owner operator.
- 3.07 It shall not be a violation of this Collective Agreement or cause for discipline for any owner operator 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 owner operated trucks and tractors shall be permitted. The size of such insignia shall not exceed twenty-four (24) square inches.
- 3.09 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 owner operator requiring such information shall contact the Shop Steward for same.

- 3.10 Shop Steward:
- 1) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the owner operators 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.
- 3.11 If the Company chooses to perform owner operator evaluations or similar the owner

operators shall receive a copy of same.

- 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, with the exception of the owner operator contract referred to in Article 4.05.
- 3.13 In the event the Union brings owner operators covered by this Agreement to the negotiating table, said owner operator shall be granted a leave of absence and the Company shall compensate said owner operator at the applicable Company driver rate, to a maximum of two hundred (200) hours.

#### 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 owner operators for just cause including violation of the owner operator contract; the assignment of work and the determination of the qualifications of an owner operator 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 owner operators 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.

The Union recognizes the Company's right to sell, transfer, assign, lease or contract with respect to the disposition by the Company of any of its equipment or operations provided that such sales, transfers or contract are not attempted for the purpose of evading this Agreement.

- 4.02 The right to hire owner operators 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 Driver's Manual will be issued to and reviewed with each owner operator. Each owner operator 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 owner operator.
- 4.04 The Company may require an owner operator to be bonded; the cost of such bonding shall be assumed by the Company.
- 4.05 It is agreed that in addition to this Agreement, the Company may require from each owner

operator, a standard contract company/leaser arrangements not specifically provided for in this contract. Such contract will not conflict with any of the terms of this Agreement, but will be supplemental to it. A copy of such standard contract will be filed with the Union. The Company agrees to not change the owner operator contract during the life of the Agreement.

#### ARTICLE 5: SENIORITY

5.01 A seniority list of all owner operators covered by this Agreement showing name, company and branch seniority shall be posted in a place suitable for owner operators to view.

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 owner operators shall be considered as probationary up to the first sixty (60) calendar days of employment.

2) There may be full-time and part-time owner operators, both of whom accumulate seniority as per Article 5.05. However, for branch seniority purposes, all part-time owner operators shall be deemed to have less seniority than all full-time owner operators.

5.05 The following types of seniority only will be recognized:

1) "Company Seniority" is the total number of continuous months an owner operator has been on the Company payroll.

2) "Branch Seniority" is the total number of continuous months an owner operator has been on the Company payroll at any individual branch.

Branch seniority shall be lost upon transfer to another branch.

5.06 Company seniority shall govern the scheduling of vacations, and leaves of absence.

5.07 Branch seniority shall govern layoff and recall, provided qualifications are sufficient.

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 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 which may be extended, a reasonable amount, due to major mechanical problems.
- 4) Continuous lay-off in excess of six (6) months.
- 5) Cancellation of owner operator contract.

5.10 There shall be no bumping privileges used in the seniority system.

5.11 Owner operators may transfer from one branch to another subject to Company discretion. Such owner operators will lose branch seniority at the former branch, start branch seniority at the new branch, and continue company seniority without interruption.

5.12 An owner operator shall be defined as a person who legally and fully owns one (1) power unit (truck or tractor) and drives same at least fifty per cent (50%) of the time. This clause shall apply to owner operators joining the Company after September 1, 1993 only.

For business purposes and if there is no other reasonable alternative, the Company may request and the Union will not unreasonably deny, the addition of an owner operator who does not meet the above requirements.

#### ARTICLE 6: LAY-OFF

6.01 Prior to any layoff in a branch, all double-driven units will be singled-out except in cases where the hauling requires a unit with two drivers.

6.02 All owner operators shall be laid off by written notice of seven (7) days, in reverse order of branch seniority.

6.03 Owner operators who have been available, but have not worked for two (2) weeks, will be considered laid off.

6.04 In the event of future job openings, notice of recall shall be given by registered letter or by contacting the Union dispatcher, to qualified owner operators.

A recalled owner operator 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 owner operator may be granted a leave of absence without pay, at Company discretion, upon written request to the Company with a copy to the Union. Such leave may not exceed five (5) days except in cases of mutual interest.

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

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

- 7.02 Any owner operator 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 owner operator 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 an owner operator 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 owner operator'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 owner operator and the shop steward.

(3) The Company has the right to hold an owner operator out of service pending a fact finding or other investigation, or to allow the owner operator to work without prejudice to the fact finding or investigation. When an owner operator is held out of service, he will be paid one day's pay for each work day missed, when the owner operator 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 owner operator 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 owner operator's file, with a copy given to the owner operator and the shop steward.

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 owner operator 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 owner operator, 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 meet promptly to endeavour 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 owner operator 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.
- 9.08 The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process for resolve. The panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. The decisions rendered are final and binding, but not precedent setting. Each grievance is heard and a decision is reached on its own merit. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II hearing under the panel process, refer the matter back to the arbitration process as outlined above in this article or, withdraw the grievance.**

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

- 10.01 The Company shall grant a leave of absence without pay to owner operators who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the owner operator's private affairs.
- 10.02 The Company, the Union and the owner operator 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 the death of an immediate family member and upon the request of an owner operator a leave of up to three (3) working days shall be provided to the owner operator.

Immediate family shall be defined to include a spouse (including common-law), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother and grandfather.

#### ARTICLE 12: VACATION

12.01 Upon completion of continuous employment with the Company for the number of years hereafter listed, an owner operator, shall be granted annual vacation as follows:

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

Additional time off will be arranged through mutual agreement with the Branch Manager.

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

Such schedule shall be posted on the first working day of January of each year, for all owner operators to indicate their choice of annual vacation dates, by Company seniority. Owner operators 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.

The Company reserves the right to meet customer demands but, if by doing so, the Company shall cover any monetary loss to the owner operator.

#### ARTICLE 13: SAFETY LEGISLATION

13.01 The National Safety Code shall govern hours of service and owner operators shall maintain such records as may be required by law or the Company's policies and procedures for the purpose.

13.02 It is agreed the Company, Union and owner operators will abide by Fall Protection legislation.

#### ARTICLE 14: SAFETY AND HEALTH

14.01 The Company, the Union, and the owner operator shall co-operate in the matters of safety and health. The Company agrees to involve owner operators in all aspects of its Safety and Health program.

- 14.02 It is to the mutual advantage of both the Company and the owner operator that equipment that is not in a safe operating condition not be used until it is repaired. It shall be the duty of the owner operator to report promptly all defects in Company equipment. All Company 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 owner operator for the next trip. The owner operator will maintain his tractor or truck in a safe operating condition, and maintain unit maintenance logs which would be made available to the Company in a reasonable time.
- 14.03 Where the nature of the work or working conditions so require, owner operators shall be supplied the required safety equipment, at Company expense. This equipment shall be maintained and replaced, wherever necessary, at Company expense. Items in need of replacement must be returned or replacement will be at the owner operator's expense. For the purpose of this article, product specific gloves, acid kits, and safety goggles are considered safety equipment.
- 14.04 The Company agrees that no vehicle accident shall be classified preventable without first making a complete and impartial investigation. The owner operator(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 owner operator 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 owner operator or the Union investigating accidents will be paid by the Company.
- 14.05 The Company shall not issue, nor shall an owner operator accept, instructions to operate equipment or handle products for which the owner operator is not qualified.
- 14.06 Any owner operator wishing initial or upgrade training to handle any product shall notify the Company in writing. Such training shall not be unreasonably withheld, provided there is an expectation that the work will be available.

#### ARTICLE 15: SPECIAL WORKING CONDITIONS

- 15.01 All mileage shall be based on official Provincial and/or State miles, or mileage guides, if available. A listing of mileage 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.
- 15.02 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.
- 15.03 Time spent by the owner operator taking a tractor or empty truck (without trailers attached) shall be paid at the 5 axle rates.

15.04 When an owner operator is required to use his or her passenger vehicle for Company business, said owner operator shall be reimbursed at a rate of twenty-six cents (26¢) per kilometre.

Should an owner operator be required to travel more than five thousand (5000) kilometres in a year on Company business, he will be reimbursed an additional six cents (06¢) per kilometre (total three hundred dollars (\$300.00) for those first five thousand (5000) kilometres).

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

15.06 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.

15.07 Upon completion of the probationary period, owner operators may desire to obtain a uniform on the following basis:

Uniforms shall consist of either: two (2) jackets, two (2) trousers and two (2) shirts; or two (2) coveralls and shall be ordered on a once-a-year basis.

The cost of the uniforms shall be shared equally by the Company and the owner operator. The owner operator portion shall be handled through payroll deduction, in two pay periods. If uniforms are required or requested by the Company's customer(s) said uniforms shall be provided at Company expense. The Company portion will be deducted from the pay of any owner operator who is not wearing the uniform regularly.

15.08 The Company will post leased operator work that can be identified to be of a dedicated nature with the required equipment specifications, haul requirements and length of bid for the leased operator to bid on. The senior qualified leased operator will be awarded the work and must stay on the work for the duration of the bid to a maximum of one year, at which time the work will be re-bid.

15.09 The Company will continue to work on scheduling and utility issues if requested by the Union. Once requested, the Company and Union shall meet no less than once per month until issues are resolved.

#### ARTICLE 16: TECHNOLOGICAL CHANGE

16.01 1) In this Article, "technological change" shall mean:

- (a) the introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized; and

- (b) a change in the manner in which the Company carries on its work undertaking or business that is directly related to the introduction of that equipment or material.
- 2) If the Company introduces a technological change that will directly result in the termination of any regular owner operator:
- (a) The Company 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 owner operators who will be terminated as a direct result of the technological change.
  - (b) The Company 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.
  - (c) The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of owner operators whose jobs no longer exist as a result of technological change, but whose seniority may entitle them to continued employment. Such owner operators shall have the choice of taking the training provided or of accepting a layoff.
- 3) Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement.

#### ARTICLE 17: PAY PERIODS

- 17.01 Owner operators will be paid not less frequently than once a month. Upon termination, owner operators will be paid up to date as quickly as possible, once all proper deductions have been completed.
- 17.02 If an owner operator is short paid two hundred dollars (\$200.00) or more and requests payment of outstanding amount, such payment shall be made within two (2) working days.
- 17.03 The Company shall, on each owner operator's pay statement, provide full particulars of all earnings and deductions for that pay period.

#### ARTICLE 18: WAGES

- 18.01 1) Schedule A covers rates of pay for individual terminals of the Company.
- 2) **April 1, 2005 -**

**Increase the non fuel portion of mileage, flat and hourly rates with the exception of Alberta hourly rates 3%.**

**April 1, 2006 -**

**Increase the non fuel portion of mileage, flat and hourly rates by 3% and Prince George rates by 3.5%.**

**April 1, 2007 –**

**Increase the non fuel portion of mileage, flat and hourly rates by 3% and Prince George rates by 4.0%**

**\*Alberta ALC and Alberta Local Hourly Chemical Rates – See Attached Letter of Understanding.\***

18.02 During the life of the contract, the rate schedule(s) will be subject to review should conditions change affecting the actual cost of operation of the tractor, or should G.V.W. increase over the limits as set out in the attached schedules.

18.03 Fuel prices at Company locations will be posted in a conspicuous location at each branch. Fuel increases/decreases will be posted, wherever possible, thirty (30) days prior to the increase/decrease or at least before becoming applicable. Mileage rates will be adjusted for changes in the price of fuel. For every cent (\$0.01) per litre change in the price of fuel, the mileage rates will be increased/decreased according to the following factors. The equivalent change in rates for a cent per gallon increase/decrease is shown in brackets.

	5-axle		7-axle	
Alberta/Saskatchewan	0.76	(0.17)	0.89	(0.20)
British Columbia	0.80	(0.18)	0.93	(0.21)

Example Price per litre increase \$0.02

\$0.02\* .76 (Alta 5 Axle)=\$0.0152 per mile pay increase

All Flat Rate hauling will have a fuel adjusted rate of 2/5 of 1% for each one cent (\$.01) change in the cost of fuel per litre.

18.04 1) For the purpose of calculating the fuel mileage adjustments for the increases (or

decreases) in Alberta, British Columbia, and Saskatchewan as per Article 18.03 the formula and base are as follows:

	September 1, 1993
Regina	38.77 per litre
Alberta	32.82 per litre
Kamloops	35.21 per litre
Dawson Creek	36.48 per litre
Fort Nelson	37.01 per litre
Langley	35.45 per litre
	38.70 per litre
Winnipeg	35.14 per litre
Prince George	35.20 per litre
Nanaimo	35.90 per litre

- 2) Should any of the above prices change, the hauling rates will adjust accordingly. Where an owner operator has his own individual key lock at a Company location and fuel slips are made out once a week by the branch personnel, the fuel slips will show the price per litre that is being charged.
- 3) The current Alberta-U.S. miles premium to be continued.

18.05 Whenever it is reasonable and practical to do so, the Company agrees that the full-time owner operator will have first opportunity to haul the preferred trips.

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

18.07 Safety Incentive

There will be two separate 6 month periods.

1. December 1st - May 31st
2. June 1st - November 30th

The Company will refund **3%** percent in B.C. and **4%** percent in Alberta of gross earnings (per unit if more than one) to each owner operator if he has not had any preventable accidents or spills per period. An owner operator hired as a temporary and who stays on as permanent shall receive the safety incentive.

Refund will be paid out in one yearly payment in December only to those owner operators who are in service as at November 30. Payment to-date will be made to owner operators on layoff, when an owner operator quits and immediately goes to work with an affiliated Company or when an owner operator retires.

The Company will deduct the actual cost of any preventable accidents or spills to the

maximum of the accrued safety incentive for the six month period.

The Company and Union agree to present any disputes to the National Safety Council for final resolution.

- 18.08 The Company may require a holdback of up to \$1,500.00 per unit from all new hires at April 1, 1997. Bank interest to be paid on all holdbacks, calculated at the bank rate as of March 1, payable in the final March pay of each year.
- 18.09 1) The Company will reimburse up to \$700.00 towards the cost of painting or re-painting the Contractor's vehicle to Company specifications in every three (3) year period. This includes frame rails.
- 2) Permanent full time owner operators shall not be required to paint their vehicle to Company specifications. However the Company reserves the right to veto paint schemes which are direct competitors colours or are offensive. All owner operators whether painted or not shall be entitled to receive the safety incentive in accordance with their provisions.
- 18.10 a) If an owner operator is called out to either load or unload a single trailer or single train unit, where there is not any work for him immediately following the loading or unloading, the owner operator shall be paid a minimum of two (2) hours. This is not in effect where the same owner operator has the line haul portion of the move associated with the loading or unloading.
- b) If an owner operator is called out to perform work and no work is available through no fault of his/her own, they shall be paid a minimum of four (4) hours at the local hourly work time rate they were to be working at on the day called for.**
- 18.11 1) Owner operators who receive class room training shall be paid the appropriate company driver hourly rate, for their branch, while receiving such class room training. Class room training shall include: WHMIS, Product Stewardship and Transportation of Dangerous Goods.
- 2) Owner operators who train someone else shall be paid a five dollars (\$5.00) per hour training premium.
- 3) Owner operators shall not be required to train other owner operators or Company employees.
- 18.12 The Company will supply and install pumps and/or blowers as required at no charge to the owner operator if the owner operator supplies his unit with a clean frame and driveshaft path. Installation charges will be charged back to the owner operator if he does not stay with the Company for more than one year after installation. Installation charges will not be paid by the Company more than once per year. PTO to be supplied, installed and maintained by the owner operator. The current practice with regard to tachographs to remain unchanged.
- 18.18 Rates of pay that for any reason are not covered by this Agreement shall be negotiated

between the Union and the Company. Until such time as such rates are negotiated, the rates contained within this Agreement shall be used. This clause shall not preclude discussions between the Union and Company regarding modifications to the rates during the term of this Collective Agreement.

The Company agrees to work with the Lease Operators to develop pay rates on new hauling before the hauling begins. If there is no time to meet on new rates, the Collective Agreement rates will apply. New rates shall be agreed upon within 30 days of the first trip being pulled. If there is no time to negotiate new rates, the hauling shall be paid as follows:

Under 180 round trip miles – paid appropriate branch hourly rate  
180 round trip miles and over – paid appropriate branch mileage

18.14 All fuel price changes and rate changes shall be posted on notice boards and each shop steward shall receive a copy.

18.15 Flat Rate Haul is defined as a haul which has a pay rate that includes all time based on:

- 1) Unit or product measurement, or
- 2) Another specifically agreed upon method of payment.

Current practices shall continue.

18.16 Work Time is defined as all time spent in the act of loading or unloading when using tractor installed pumps, blowers or jack shafts.

18.17 Backhaul Miles are defined as all loaded miles in excess of 50% of total trip circuit miles (This excludes CLA hauling.) **which shall attract a backhaul premium of twenty cents (\$0.20) per mile for semis and twenty five cents (\$0.25) per mile for trains.**

18.18 The Company shall monitor and log border-crossing times monthly. A copy of the monitoring report shall be forwarded to the Union monthly. If the average border crossing time exceeds one and a half hours in any one month period, the Company shall pay the Owner Operator at the wait time rate for all logged on duty time, in excess of a half hour delay in the following month. All hours need to be verified by tach card.

**18.19 The company shall pay for F.A.S.T. boarder crossing cards and any other certifications/clearances or background checks to operate in the United States.**

**18.20 A minimum of a 24 tonne rate to be paid when appropriate equipment is not provided.**

#### ARTICLE 19: PREMIUM PAYMENTS

19.01 To recognize and acknowledge safe operation without a preventable accident, as per

National Safety Council Rules the Company shall maintain its safety award program and shall ensure each owner operator and the Union is provided with current information and descriptions of said awards.

19.02 Miles from Hope through Princeton to Castlegar or Trail shall be paid a two cent (\$0.02) premium on all miles, providing that the total distance between Hope, Castlegar or Trail is travelled on the trip.

ARTICLE 20: HEALTH AND WELFARE AND GROUP R.R.S.P.

20.01 Any change in the Company's 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 benefits pamphlets.

Current Plans shall include:

Major Medical coverage	Life Insurance
Dental coverage	Accidental Death & Dismemberment
Vision care	Long Term Disability

The full cost of the benefit program will be paid by the owner operator who selects same, through payroll deduction.

20.02 Any permanent owner operator may arrange with the Company to have his Provincial Health Care Plan paid through payroll deduction.

20.03 The Company shall offer the owner operators a Group R.R.S.P. Plan effective April, 1998. The Company shall match each owner operators contribution as per the following schedule:

<u>Years of Trimble Service</u>	<u>April</u>	
	<u>2005</u>	<u>2007</u>
1 - 10 years	\$65.00	<b>\$75.00</b>
10 - 15 years	\$85.00	<b>\$95.00</b>
15 plus years	\$105.00	<b>\$115.00</b>

ARTICLE 21: INSURANCE AND WORKERS' COMPENSATION

21.01 Where a Leased Operator has two or more units working for the Company simultaneously, the Company recognizes that they are responsible for the cost of compensation to the appropriate Workers Compensation Board for himself and his driver(s). In consideration of this, the leased operator will be reimbursed the actual premiums paid to WCB on a timely basis to a maximum of the Company liability and rate.

The Company may require, with ninety days notice (to be confirmed), Leased Operators within a province to obtain their own accounts. The Company will reimburse the Leased Operator the actual cost on a timely basis.

21.02 The five (5) percent in B.C. and seven and one half (7.5 percent in Alberta current cost of insurance will not be increased. Deductible will be \$1000 to a maximum of \$3000 per occurrence.

21.03 The Company shall provide documentation on insurance deductible charges up to one thousand dollars (\$1,000.00).

#### ARTICLE 22: INTERPRETATION COMMITTEE

22.01 The parties hereto agree to co-operate in the establishment of an Interpretation Committee which shall meet at the call of either party, but not less often than semi-annually during the term of this Agreement, to deal with any matter regarding the interpretation or application of this Agreement as may be raised by either party.

22.02 The Interpretation Committee shall consist of four (4) members, two (2) members who will be appointed from time to time by each of the parties hereto.

22.03 Submissions to the Interpretation Committee shall be in writing and shall clearly state the matter to be interpreted, together with a concise statement of the pertinent facts.

22.04 The Interpretation Committee shall meet within seven (7) days of the referral of a question of Interpretation of the Agreement from one of the parties of this Agreement.

22.05 If the Interpretation Committee is able to arrive at a majority agreement as to the interpretation to be applied, such majority decision shall be binding upon each of the parties hereto. If a majority decision is not reached, either may refer the question to arbitration as elsewhere in this Agreement provided.

22.06 The parties of this Agreement shall be bound by any rules of procedure which the Interpretation Committee establishes by majority vote.

22.07 Time limits in this Article may be changed where circumstances dictate and there is mutual agreement between the two parties.

#### ARTICLE: 23: SAVINGS

23.01 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.

23.02 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.

23.03 No current operator 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 this adoption of this Agreement.

ARTICLE 24: DURATION

24.01 This Agreement shall be in full force and effect from and including April 1, **2005**, to and including March 31, **2008**, and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the date March 31, **2008**, 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.

24.02 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 at \_\_\_\_\_, this \_\_\_\_\_, day of \_\_\_\_\_, **200**\_\_\_\_\_

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

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

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Rick McBride  
Region Manager, AB

---

Brian Lefebvre  
Member Representative

---

Cornel Notenboom  
Region Manager, BC

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 #1

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")

The Union agrees that the Company has the right to use sub-contractors and tractor services as required.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

LETTER OF UNDERSTANDING #2  
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")

The Company agrees to review the effect of fuel rates for hauling north of Whitehorse and to make adjustments to rates as necessary.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

LETTER OF UNDERSTANDING #3

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")

The Company hereby agrees that when a shortage of work arises, or when a haul is lost or temporarily suspended the junior owner operator(s) shall be the last dispatched.

It is further agreed and understood that the principle of seniority shall govern, given that the owner operator is qualified and his unit is equipped to do the job.

The parties agree that this Letter of Agreement forms part of the existing Collective Agreement between the parties and at this time applies solely to the Nanaimo Branch employees.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

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FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

LETTER OF UNDERSTANDING #4

BETWEEN:

H. M. TRIMBLE & SONS (1983) LTD.  
("The Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
("The Union")

The undersigned parties hereby agree that the Leased Operators' South Silo rate for Kamloops will be changed to a base rate of \$1.59 without the fuel portion a tonne, due to Lafarge installing a blower at the Silo. This rate shall be in place as long as the additional blower remains in service. This rate shall be subject to the fuel escalation clause.

The parties agree that this Letter of Understanding forms part of the current Collective Agreement.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

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**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

LETTER OF UNDERSTANDING #5  
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")

Re: Langley Owner Operator South Runs

- 1) The current practice regarding fuel taxes and/or Oregon Road Tax shall be maintained;
- 2) All time waiting for trailer cleaning for backhaul purposes shall be paid at the work time rate to a maximum of four (4) hours per occurrence;
- 3) The current backhaul premium of eighteen cents (\$0.18) per loaded mile in excess of fifty percent (50%) of total loaded miles shall be replaced with;

"On all trips having a backhaul, a backhaul premium of fifteen percent (15%) shall be paid on all total trip miles, including headhaul, empty and backhaul miles. This premium reverts to the current premium in the Collective Agreement for trips that are south of the Washington/Oregon and California Boundary."

- 4) The current backhaul loading/unloading premium shall be maintained;
- 5) All miles shall be paid as per Rand McNalley practical miles with a plus/minus from city centre to the point of loading/unloading.

**The undersigned parties agree to discuss new work opportunities as they arise.**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

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**FOR THE COMPANY**

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**FOR THE UNION**

LETTER OF UNDERSTANDING #6  
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")

The undersigned parties hereby agree to the following for Prince George based leased operators:

The current base pay rates (excluding fuel) effective April 1, 2000 will be reduced by 5% effective July 1, 2000.

The Taylor to Fort Nelson, BC premium of ten cents (\$0.10) per mile will no longer apply to the Prince George Leased Operators.

**Taylor & North shall pay a premium of ten cents (\$0.10) per mile.**

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

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FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

LETTER OF UNDERSTANDING #7

**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")**

**The undersigned parties hereby agree that there shall be no charge to Owner Operators for completing a trip with a preloaded trailer.**

**SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**



LETTER OF UNDERSTANDING #8

**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")

**Re: Alberta ALC Work Time Hourly and Flat Rates.**

The undersigned parties hereby agree on the following rates for the Alberta ALC work.

1. Effective April 1, 2005 the work time rate shall be \$50.00 per hour for 5&6 axle configurations and \$55.00 for 7&8 axle configurations after one and one half hours loading or one and one half hours unloading.

April 1, 2006 these rates shall increase to \$51.25 per hour for 5&6 axle & \$56.38 per hour for 7&8 axle configurations.

April 1, 2007 these rates shall increase to \$52.53 per hour for 5&6 axle & \$57.79 per hour for 7&8 axle configurations.

2. a) Effective April 1, 2005, ALC loads from Edmonton to Scotford to Red Deer to Edmonton shall pay a flat rate of \$375.00 for semi and \$425.00 for trains. Base tank work only.

April 1, 2006 these flat rates shall increase to \$384.00 for semi and \$435.20 for trains.

April 1, 2007 these flat rates shall increase to \$393.22 for semi and \$445.64 for trains.

3. b) Effective April 1, 2005, ALC loads from Edmonton to Red Deer to Edmonton shall pay a flat rate of \$350.00 for semi and \$400.00 for trains. Base tank work only.

April 1, 2006 these flat rates shall increase to \$358.40 for semi and \$409.60 for trains.

April 1, 2007 these flat rates shall increase to \$367.00 for semi and \$419.43 for trains

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

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FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

**LETTER OF UNDERSTANDING #9  
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")**

**Re: Alberta Chemicals Local Hourly Rate**

**The undersigned parties agree to the following:**

**Effective April 1, 2005 the Alberta Chemicals Local Hourly Rate shall be \$42.50 per hour for 5&6 axle and \$47.50 per hour for 7&8 axle configurations.**

**April 1, 2006 these rates shall increase to \$43.56 per hour for 5&6 axle & \$48.69 per hour for 7&8 axle configurations.**

**April 1, 2007 these rates shall increase to \$44.65 per hour for 5&6 axle & \$49.91 per hour for 7&8 axle configurations.**

**SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

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**FOR THE COMPANY**

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**FOR THE UNION**

## **LETTER OF UNDERSTANDING #10**

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 constitute the provision of the “US Miles Premium” for the Province of B.C.

1. The base rate shall be the rate as per the Collective Agreement for the haul in question;
2. The Canadian fuel escalator provision will be based on the weekly fuel price of a mutually agreed upon location where the Canadian fuel is purchased.
3. There shall be a list of agreed to fuel stations in each state through which the haul travels. The Owner Operators and the Company shall agree upon these stations.
4. The fuel price of all the agreed to stations in the USA shall be converted to the Canadian equivalent using the conversion of US gallons to litres, and the USA/Canadian dollar exchange rate;
5. All the USA prices, converted to Canadian equivalent shall be averaged to determine a Canadian equivalent average price;
6. The Canadian Fuel price shall be subtracted from the USA fuel price average and such difference shall be the USA miles premium, which shall be added to the base rate, which shall be the rate paid for all miles traveled in the USA.
7. This process shall take place at the same time the fuel escalator is applied.
8. All other provisions of the Collective Agreement shall apply.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

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**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

**LETTER OF UNDERSTANDING #11**

Between

H.M. Trimble and Sons (1983) Ltd  
("hereinafter called the Company")

And:

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

RE: **DOW CHEMICALS TO PORT TOWNSEND HAUL**

Both parties hereby agree on the following Owner Operator Trip Rates.

1. \$500.00 base amount per trip based on a 5 axle load & \$559.12 base amount based on an 8 axle load.
2. Load and unload time in excess of 3 hours combined shall be paid at the applicable hourly rate as per the Collective Agreement.
3. Any wait and or delay time in excess of the 12 hour trip time shall be paid at the applicable hourly rate as per the Collective Agreement.

Either party can request a review of the trip rates at any time. The review shall be completed within 30 days of the review being requested.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

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**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

**LETTER OF UNDERSTANDING #12**

BETWEEN:

H.M. Trimble & Sons (1983) LTD.  
("The Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
("The Union")

**RE: Article 5.12**

The undersigned parties agree to review and discuss Article 5.12, when either party believes there may be a need to allow a Leased Operator to operate more than one (1) truck.

The Company agrees to contact The Union to review and discuss the addition of a 2<sup>nd</sup> and/or subsequent truck(s)"

In the event of a work stoppage and layoff, seniority for the second and/or subsequent truck(s) will be established using the hire date of the second and/or subsequent truck(s) and NOT the hire date of the Leased Operator Owner or Leased Operator Driver.

All Leased Operators with a 2<sup>nd</sup> and/or subsequent truck(s) shall pay union dues for the 2<sup>nd</sup> and/or subsequent truck(s); however, those operators of the 2<sup>nd</sup> and/or subsequent truck(s) will not have voting rights, nor will they have access to the provisions of the collective agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

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**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**