

COLLECTIVE AGREEMENT

BETWEEN:

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

COMPANY DRIVERS

AND:

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

DURATION:

**April 01, 2018 to March 31, 2021**

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**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 one hundred twenty (120) 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 three (3) years, whichever comes first. The company and the union will meet to discuss the requirement for the need to extend the 3-year term. The company will initiate the review with the union after 24 months but not later than 30 months after the start of the medical leave. If the company fails to contact the union, the 3-year term will be extended until the company contacts the union.

The company and the union will review any extenuating circumstances, possible accommodation or the likelihood of the employee's ability to return to their former position prior to granting an extension.

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 twelve (12) 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 seven days 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, grandmother, Brother/Sister in-law, Step Children and Foster Children. 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 time shall be granted and vacation pay shall be paid based on the percentage of gross earnings on each pay, as follows:

- (1) Vacation time entitlement at any time after one (1) year two (2) week – Vacation pay on each pay at four percent (4%) or,
- (2) Vacation time entitlement at any time after three (3) years three (3) weeks - Vacation pay on each pay at six percent (6%) or,
- (3) Vacation time entitlement at any time after ten (10) years four (4) weeks - Vacation pay on each pay at eight percent (8%) or,

- (4) Vacation time entitlement at any time after fifteen (15) years five (5) weeks - Vacation pay on each pa at ten percent (10%) or,
  - (5) Vacation time entitlement at any time after eighteen (18) years – five (5) weeks - Vacation pay on each pay at twelve percent (12%).
- 13.02 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.
- 13.03 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.
- 13.04 Every employee shall be granted annual vacation of at least two (2) consecutive weeks if they so desire.
- 13.05 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.
- 13.06 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 consecutive or alternative vacation unless there is unallocated vacation time in which case such time shall be awarded, one (1) week at a time, in seniority order.
- If no one can be found to take this vacation time off, said employee will be able to work for the vacation time as a junior driver for said period
- 13.07 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 and lay-overs. Time spent on pre and post trips will be included in the calculation of overtime pay.

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.

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 Flours), 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.

16.02 Truck bids will be posted where all Company drivers have an opportunity to view them as each driver places his or her bid by seniority.



**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 and fire-retardant coveralls when required by the customer are considered safety equipment. Maintenance shall include laundry service of fire retardant coveralls.
- 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 or January 1<sup>st</sup> thereafter, drivers may desire to obtain a uniform and/or CSA approved work boots and/or insulated coveralls, jackets or pants.

The Company shall pay the first four hundred dollars (\$400.00) upon presentation of original receipts or other suitable verification of purchase. Cost in excess of four hundred

dollars (\$400.00) shall be the responsibility of the driver and shall be handled through payroll deduction, in two (2) successive pay periods.

Any unused entitlement as of December 31<sup>st</sup> shall not be earned over to the next calendar year.

- 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), , removing unwanted items, cleaning the floor, fueling, , and leaving the unit at least as clean as found. **The company prohibits smoking in company owned equipment.**

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:
- \$40.00 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

- 17.09 Breakdowns in excess of 24 hours will be eligible for the meal allowance of \$40.00 per day.

- 17.10 The Company shall supply at no cost to the employee one set of moulded ear plugs every two years and shall supply annual hearing tests upon request.

- 17.11 The Company shall reimburse drivers with at least three years of service for all licensed required medicals.

**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, fuelling, **and** checking equipment,
- 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.
- (11) Pre-trip and post-trip**

18.09 When an employee is required to use his or her vehicle for Company business, said employee shall be reimbursed at the corporate mileage rate, which is adjusted quarterly.

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 The Company will authorize a hotel room every 3<sup>rd</sup> day the driver is away from his/her home branch.

18.13 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.
- 18.14 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.
- 18.15 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.
- 18.16 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.
- 18.17 The Company will reimburse drivers for the cost of business related cell phone usage.
- 18.18 TWIC/FAST cards – The Company shall reimburse the cost of the card. The company shall attempt to schedule a trip to nearest renewal location. On renewals when the company cannot arrange a trip to the nearest renewal location, the employee and company shall mutually agree to one of the following:
- on a scheduled work day, the company will reimburse the driver for use of their personal vehicle at the corporate rate and for all driving hours at the work time rate.

- on a scheduled day off, the company will reimburse the driver for use of their personal vehicle at the corporate rate and all driving hours at \$10.00 per hour.

All expenses for renewals must be approved by the local manager prior to the renewal date. The company shall arrange and pay for a room (& tax) if required.

18.19 Company required medicals ( includes Trail blood lead tests) –If a required medical is scheduled on an employees’ day of rest, Article 18.10 shall apply - A minimum of four (4) hours pay at the applicable hourly rate shall be paid.

18.20 The company will provide safety vest with pockets in Trail.

**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.

19.03 **Where company tractors are equipped with Satellite radios the company will provide the subscription service and maintain them in good working order.**

**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 three (3) 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**

- 22.01 Pay rate schedule attached.
- 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 ( **\$0.75**) per hour. This premium will not be used for calculation of pay for any other purposes.
- 22.07 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.
- 22.08 Drivers shall not have their rates reduced when working in a lower rated area.
- 22.09 Dawson Creek drivers shall not have their rates reduced when working in a lower rated area
- 22.10 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.
- 22.11 All Rand McNally mileage discrepancies shall be dealt with local branch management.
- 22.12 Alberta based Company Drivers will receive the appropriate BC rates from the geographical border. The geographical border shall be determined by **Mobilecomm**.



22.13 Dawson Creek Travel Time – Drivers who are required to travel to the following locations at shift change shall be paid each way their appropriate hourly rate for the following times:

- 45 minutes each way to Taylor
- 1 hour each way to Ft. St. John
- 1.5 hours each way to Mile 73

22.14 The Company agrees to review trips identified by the union that are impacted by back-hauls and after being verified by **Mobilecomm**. The company and the union will establish a back haul premium to adjust the trips to the appropriate average hourly earnings, no later than 30 days after the union has identified each trip. This will be an ongoing process for existing and future regular back hauls.

**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)*

Shall be defined at the Alberta – B.C Geographical Border.

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 Alberta Border.

**ARTICLE 24: OVERTIME**

24.01 **As defined in Article 18.05(2), employees working on city work** 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 **Employees working on highway work** 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.

**The above article does not apply to the Dawson Creek branch and where any Letter of Understanding. Dawson Creek overtime will be paid after 60 hours in a week per the Canada Labour Code.**

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 **Mobilecomm**. A maximum of four (4) hours will be paid overtime in each twenty-four (24) hour period.

24.04 Night Shifts – The Company agrees to review the requirement for night shift premiums on a branch by branch basis. Consideration will be given to the local market, customer requirements, ability to retain business and equipment utility.

**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 five dollars (\$5.00) per hour.

Specific training as required and directed by management which does not run over an entire trip will be compensated at five (\$5.00) 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 To recognize years of service the Company will maintain the following years of service premium for drivers hired prior to Nov 01, 2016.

- First year of employment – 3% of gross pay, driver will earn entitlement after one year of service.
- After 1 year and to the completion of 3 years of service – 3% of gross earnings to be paid on each pay.
- After 3 years of service and to the completion of 5 years of service – 5% of gross earnings to be paid on each pay.
- After 5 years of service -7% of gross earnings to be paid on each pay.

The Years of Service premium will not apply to drivers hired after Nov 01, 2016 or where a Letter of Understanding exists.

**For Kamloops and Dawson Creek based drivers, the 2% quarterly gross earnings bonus will be added to the hourly rate effective April 01, 2018 for drivers with greater than five (5) years of experience as of December 11, 2016.**

**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: 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 28: DURATION**

- 29.01 This Agreement shall be in full force and effect from and including **April 1, 2018**, to and including **March 31, 2021**, and shall continue in full force and effect from year to year

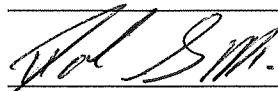
thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **March 31, 2021**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining 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 21, day of June, 2018.

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

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative

**PAY RATE SCHEDULE**

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

<b>Area I &amp; II</b>												
<b>Area I &amp; II Mileage</b>												
	4/1/2018				4/1/2019				4/1/2020			
	5 Axle	6 Axle	8 Axle		5 Axle	6 Axle	8 Axle		5 Axle	6 Axle	8 Axle	
Single	\$0.4631	\$0.4631	\$0.5181		\$0.4723	\$0.4723	\$0.5285		\$0.4818	\$0.4818	\$0.5391	
Sleeper Premium	\$0.1326				\$0.1353				\$0.1380			
Hourly	\$26.01	\$26.01	\$26.01		\$26.53	\$26.53	\$26.53		\$27.06	\$27.06	\$27.06	
Overtime	\$13.01	\$13.01	\$13.01		\$13.27	\$13.27	\$13.27		\$13.53	\$13.53	\$13.53	
Oilfield Off Road	\$30.43	\$29.30	\$29.30		\$31.04	\$29.89	\$29.89		\$31.66	\$30.49	\$30.49	
<b>Area III</b>												
<b>Area III</b>												
	4/1/2018				4/1/2019				4/1/2020			
	5 Axle	6 Axle	8 Axle		5 Axle	6 Axle	8 Axle		5 Axle	6 Axle	8 Axle	
Single	\$0.4722	\$0.4722	\$0.5303		\$0.4816	\$0.4816	\$0.5409		\$0.4912	\$0.4912	\$0.5517	
Sleeper Premium	\$0.1326				\$0.1353				\$0.1380			
Hourly	\$26.01	\$26.01	\$26.01		\$26.53	\$26.53	\$26.53		\$27.06	\$27.06	\$27.06	
Overtime	\$13.01	\$13.01	\$13.01		\$13.27	\$13.27	\$13.27		\$13.53	\$13.53	\$13.53	
<b>Area IV</b>												
<b>Area IV</b>												
	4/1/2018				4/1/2019				4/1/2020			
	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle
Single	\$0.5559	\$0.5559	\$0.5559	\$0.5559	\$0.5671	\$0.5671	\$0.5671	\$0.5671	\$0.5784	\$0.5784	\$0.5784	\$0.5784
Sleeper Premium	\$0.1326				\$0.1353				\$0.1380			
Hourly	\$24.64	\$24.64	\$24.64	\$24.64	\$25.13	\$25.13	\$25.13	\$25.13	\$25.63	\$25.63	\$25.63	\$25.63
Overtime	\$12.32	\$12.32	\$12.32	\$12.32	\$12.56	\$12.56	\$12.56	\$12.56	\$12.82	\$12.82	\$12.82	\$12.82
<b>Area V</b>												
Area V												
*currently not required												
<b>Area VI</b>												
<b>Area VI: Coastal, Lower Mainland</b>												
	4/1/2018				4/1/2019				4/1/2020			
	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle
Single	\$0.6014	\$0.6169	\$0.6325	\$0.6544	\$0.6134	\$0.6293	\$0.6452	\$0.6675	\$0.6257	\$0.6419	\$0.6581	\$0.6809
Hourly	\$25.99	\$25.99	\$25.99	\$25.99	\$26.51	\$26.51	\$26.51	\$26.51	\$27.04	\$27.04	\$27.04	\$27.04
Overtime	\$13.00	\$13.00	\$13.00	\$13.00	\$13.26	\$13.26	\$13.26	\$13.26	\$13.52	\$13.52	\$13.52	\$13.52
<b>Br 07, Br 167: Hourly - LOCAL</b>												
	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle
Hourly	\$27.26	\$27.26	\$27.26	\$27.26	\$27.81	\$27.81	\$27.81	\$27.81	\$28.36	\$28.36	\$28.36	\$28.36
Overtime	\$13.63	\$13.63	\$13.63	\$13.63	\$13.90	\$13.90	\$13.90	\$13.90	\$14.18	\$14.18	\$14.18	\$14.18
<b>Br 14 Dawson Creek</b>												
	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle	5 Axle	6 Axle	7 Axle	8 Axle
Single	\$0.5479	\$0.5504		\$0.5815	\$0.5588	\$0.5614		\$0.5931	\$0.5700	\$0.5726		\$0.6050
Hourly				\$30.88				\$31.49				\$32.12
Overtime				\$15.44				\$15.75				\$16.06

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 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.

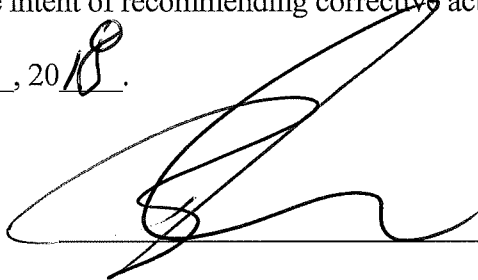
Until the Committee brings forth their recommendations, it is agreed and understood that the current dispatch practices shall be maintained.

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 21, day of June, 2018.



Robyn Sadleir  
Vice President - Operations



Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 2

BETWEEN:

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

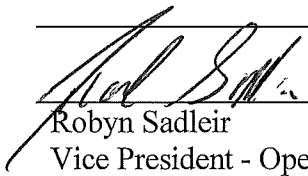
AND:

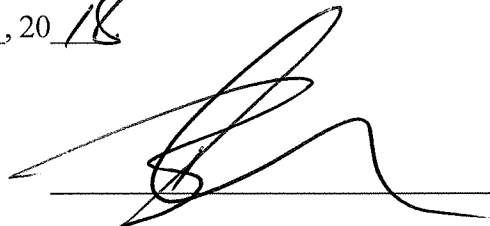
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter called "the Union")

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 21, day of June, 2018

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 3

BETWEEN:

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

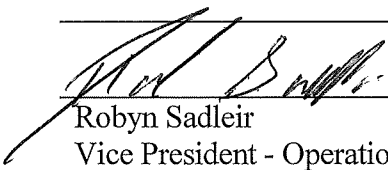
AND:

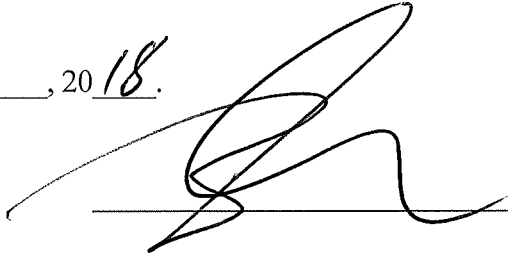
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(Hereinafter called "the Union")

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 21, day of June, 2018.

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 4

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.

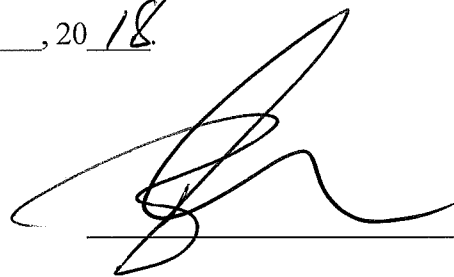
The Company shall make all reasonable efforts to ensure the schedules are maintained.

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

Signed this 21, day of June, 20 18.



Robyn Sadleir  
Vice President - Operations



Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 5

BETWEEN:

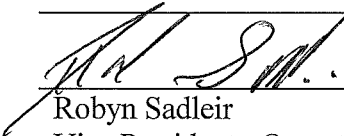
H.M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter known as "The Company")

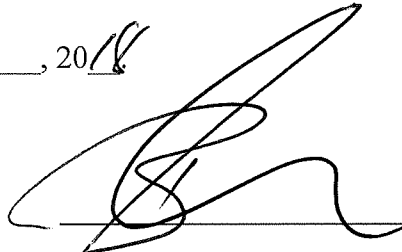
AND

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 21 day of June, 2018

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 6

BETWEEN:

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

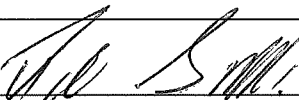
AND


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

RE: Mobilecomm

**Mobilecomm** will be used to establish base mileage for regularly occurring trips. New, adhoc or multiple drop origin destinations will be based on **Mobilecomm** mileage. This will be implemented 45 days after complete installation of **Mobilecomm** at the branch.

SIGNED this 21 day of June, 2018.

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 7

BETWEEN:

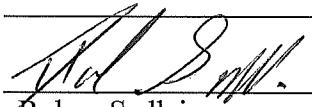
H.M. TRIMBLE & SONS (1983) LTD.  
(Hereinafter known as "The Company")

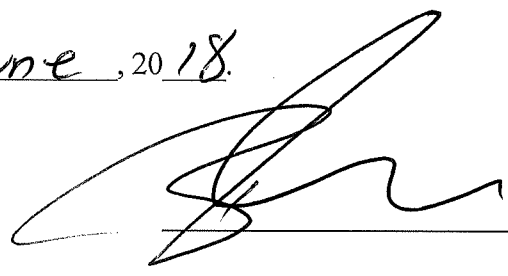
AND

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

Employees who work by the company or on their own accord on their scheduled days of rest shall be treated as the junior driver for that shift or shifts.

Signed this 21, day of June, 2018.

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative



LETTER OF UNDERSTANDING # 8

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”)

November 20, 2016  
(Revised June 20, 2018)

Kamloops/Osoyoos & Ashcroft Rate Concessions

This letter is written with the intent to address the current unprecedented economic conditions; therefore, the Company and the Union hereby agree that effective January 8, 2017 the following changes shall take effect for Kamloops area driver pay rates:

- Overtime shall be paid after sixty (60) hours in a week per the Canada Labour Code

Ashcroft Drivers

Current hauling rates for Ashcroft drivers shall continue as per the past practice. The overtime provision prescribed above shall only apply in the event that an Ashcroft driver is assigned to highway work, in which event they shall be subject to weekly overtime as per the Canada Labour Code.

New Employment Opportunities Company Drivers:

The parties agree that any additional work that is planned to be on company power units shall be offered to the current drivers by seniority, as per the Collective Agreement. However, those employees who accept new assignments shall be responsible for their own transportation to the new job sites, and no travel time shall be paid by the Company. The only exception shall be in the case when an Employee is driving for work related reasons (example: driving equipment).

Owner Operators shall be ‘dovetailed’ into the seniority list.

In the event that a layoff situation is to occur during the life of this Letter of Understanding, the parties agree to meet and negotiate a layoff procedure for those employees affected.

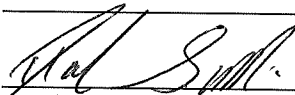
Clarification:

This agreement shall assist in retaining the Company's current accounts and make the parties more competitive in bidding on additional volumes of new business.

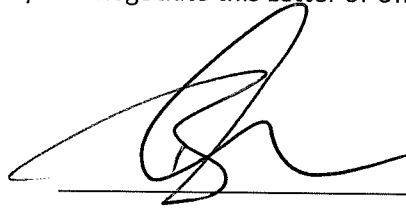
All other terms and conditions of the Collective Agreement shall continue in full force and effect.

The Parties agree that this Letter of Understanding shall remain in effect until November 1, 2018 at which point the Parties shall meet to either renew and/or renegotiate this Letter of Understanding.

Signed this 20 day of June, 2017



Robyn Sadleir  
Vice President - Operations



Brett Chapman  
Business Representative

LETTER OF UNDERSTANDING # 9

BETWEEN:

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

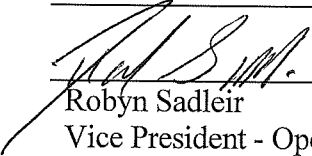
AND


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

**Osoyoos Load Cancellation**

1. For Osoyoos based drivers, the Company shall provide a eight (8) hour cancellation fee, if the load is cancelled on their next regularly scheduled shift.

Signed this 21, day of June, 2018.

  
\_\_\_\_\_  
Robyn Sadleir  
Vice President - Operations

  
\_\_\_\_\_  
Brett Chapman  
Business Representative