

COLLECTIVE AGREEMENT

between

Trimac Transportation Services Inc.

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
(CAW-CANADA) LOCAL 114



January 1, 2015 to December 31, 2015

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.1 **The Company recognizes the Union as the exclusive bargaining agent for a unit of employees defined as the truck drivers and dependent contractors employed by Trimac Transportation Services Inc. in dry Bulk operations at 7591 No 9 Road, Richmond B.C.**
- 2.2 The Company agrees to recognise a Union Negotiating Committee composed of two (2) company drivers, one dependent contractor, as well as authorized representatives of the Union.
- 2.3 The Company agrees to compensate the negotiating committee up to a maximum of eighty (80) hours aggregate payable at the hourly rate of pay for company drivers and up to a maximum of forty (40) hours aggregate payable at work time base rate (non-fuel portion) for dependent contractors.
- 2.4 **Union Security**
- (a) All drivers and dependent contractors covered by this Agreement shall, as a condition of employment, become members of the Union and shall remain members in good standing.
 - (b) When additional employees are required, the Company will extend first opportunity to Union members who apply for employment.
- 2.5 The Company and the Union agree not to recognise any agreement between employees and the Company which conflicts with the terms and conditions of this Agreement. Any such agreement will be null and void.

The Company and the Union may, during the life of the Agreement, revise or amend any terms or provisions upon mutual agreement in writing.

2.6 **Union Dues**

Each new employee and dependant contractor (probationary, part-time or full-time) when hired by the Company shall, at the time of hiring, complete a Union membership application form for the purpose of becoming a Union member and this shall be promptly turned over to the Union. The Company agrees to deduct from the pay of each employee and dependant contractor who is a member of the Union or covered by this Agreement an amount of Union dues, fees or their equivalent at the direction of the local union and forward the full amount so deducted to the local union or such other person as may be officially designated. Said deductions to be made monthly. The monthly dues remittances shall be accompanied by a list of employees on the payroll for the pay period in which the deductions were made.

2.7 Shop Stewards

- (a) The Union shall appoint or elect Shop Steward(s) and shall notify the Company in writing, of such appointment or election. The Company shall recognise Shop Steward(s) and shall not discriminate against them for lawful Union activities. The provisions of the within Article shall apply mutatis mutandis to the appointment or election of Sub-Steward(s) in any areas of the Company operations designated by the Company to be sub-branches.
- (b) A Steward's duties will in no way conflict with his responsibility for the same quantity and quality of work as other drivers. The duties of the Steward(s)-associated with Management and Fact Finding investigations and meetings are on paid Company time. Suspension or Termination of a Steward by the Company shall be reported to the Union forthwith. Company Driver Stewards shall be compensated at the hourly rate. Dependent Contractor Stewards will be compensated at the work time base rate (non-fuel portion) when the time incurred is part of a regular shift; all other occurrences outside of a regular work day will be compensated at the wait time rate.

2.8 Union Label

Posting of Union insignia in the cab of Company operated tractors and trucks shall be permitted, but the location for the affixing of such insignia shall be the exclusive right of the Company. The size of such insignia shall not exceed twenty-four (24) square inches.

2.9 Posting of Notices

The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union. Additional bulletin boards may be provided for the Union's use upon request in writing by the Union.

2.10 The Company agrees to notify the Union at its business office in the event the Company becomes involved in any controversy with any other Union affecting the jurisdiction of the Union.

2.11 Authorized agents of the Union will be granted access to the Company's establishments during working hours for the purpose of investigating conditions related to the Union Agreement but shall in no way interrupt the Company's working schedule.

2.12 The Company shall allow time off without pay to any driver or dependant contractor who is serving on a Union Committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business.

2.13 No Strike or Lockout

It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

2.14 It shall not be a violation of this Agreement or cause for discipline of any employee or dependant contractor to refuse to cross a legal picket line recognized by the Union. When problems arise or are expected, the Company and the Union shall immediately discuss arrangements to ensure the safety of the drivers and equipment.

- 2.15** It is agreed that in the event of a legal strike among employees of any other firm with which the Company does business, the Company will not ask its employees and dependant contractors to perform any labour they do not ordinarily perform.

ARTICLE 3 - SECURITY

- 3.1** 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.
- 3.2** No driver shall be required to lease or buy equipment as a condition of employment.
- 3.3** The Union recognizes the right of the Company to, from time to time, make, alter and enforce rules and regulations governing general Company policies and procedures to be observed by drivers, which rules and regulations shall be published and made available to drivers and shall not be inconsistent with the provisions of this Agreement. The Company shall provide the Union business office with copies of any such rules and regulations.
- 3.4** No officer of the Company shall perform any bargaining unit work that deprives an employee of his regular hours of work or that produces revenue for the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** The Union recognizes the rights of the Company, its successors and assigns to continue to exercise the functions of management. Such functions, however, shall not be exercised in any way inconsistent with or in violation of any terms or provisions of this Agreement.
- 4.2** The Company must have just and reasonable cause for dismissal or discipline of an employee or dependant contractor.

ARTICLE 5 - CLASSIFICATION AND SENIORITY

- 5.1** (a) All newly-hired drivers shall be considered as probationary up to the first ninety (90) calendar days of employment. All new hires will be paid at 100% of current rates of pay.
- (b) A regular driver shall be one who has completed an initial training period and the prescribed probationary period set forth in the next preceding paragraph.
- (c) A part time driver is someone who does not place his employment at the Company as their priority or prime employer. Part-time drivers shall not be used to deprive regular employees of their regular hours of work on their regular shifts.
- 5.2** There shall be no responsibility on the part of the Company and the Union respecting employment of probationary drivers should they be laid off for lack of work or discharged for just cause during the probationary period.
- 5.3** Two (2) separate classifications for seniority purposes shall be recognized as follows:

Group I Regular Employees

Group II Dependent Contractors

- 5.4** The following types of seniority shall be recognized:
- (a) "Company Seniority" is the total number of continuous months a driver has been on the Company payroll.
 - (b) "Branch Seniority" is the total number of continuous months a driver has been on the Company payroll at any individual branch. Branch seniority is lost upon transfer to another branch.
- 5.5**
- (a) Company Seniority shall be the determining factor governing layoffs, recalls and scheduling of vacations, providing the senior employee has the qualifications and ability.
 - (b) Branch Seniority shall govern the allocation of equipment on a bid basis.
 - (c) Distribution of work between Dependant Contractors and Company employees will be on the basis of a combined seniority system between the two classification. First assignments of the day will be offered in order of seniority and then from there the work will be distributed on a first in first out basis.
- 5.6** There shall be no bumping privileges used in the seniority system.
- 5.7** No driver shall be placed on the seniority list until he has satisfactorily completed the probationary period with the Company and has been accepted as medically qualified by a medical doctor selected by the Company. Part-time drivers will not accumulate seniority.
- 5.8** The seniority of each driver or dependant contractor shall start from the date of hire in the Company.
- 5.9** When a driver or dependant contractor is permanently transferred from one branch to another, he will only retain his months of Company service for seniority calculations.
- 5.10** Separate seniority lists shall be established at each branch, revised and posted as reviewed by the Company and the Union the first week of January and the first week of July of each year.
- 5.11** All Seniority shall be retained and accumulated in the following cases:
- (a) The first ninety (90) consecutive days absence of inter-branch transfer.
 - (b) The first thirty (30) consecutive days of authorized absence.
 - (c) Absence due to accident or illness as long as bona fide employee of Company. When medically unfit as a driver, he will be continued on the seniority list until fit, or for two years, whichever comes first, while employed in another position with the company or corporation.
 - (d) Absence resulting from dismissal where an employee or dependant contractor is reinstated.

- 5.12** All seniority shall be retained but not accumulated in the following cases:
- (a) Absence up to six (6) months due to layoff.
 - (b) When absence is in excess of thirty (30) days authorized absence.
 - (c) When a driver or dependant contractor takes a position with the Company or the Union and returns to driving within one year, his seniority will be reduced by the number of days he was employed outside the scope of the agreement. For a period of ninety (90) days or less, the seniority date will not be changed.
- 5.13** All seniority shall be lost for any of the following reasons:
- (a) Voluntary resignation by the driver or dependant contractor.
 - (b) Dismissal for just cause.
 - (c) Absence without notification for a period greater than two (2) working days without reasonable justification.
 - (d) Failure to report after layoff within two (2) calendar weeks of notice of recall by registered letter to last known address.
 - (e) Layoff in excess of six (6) months.
- 5.14** Drivers who have been available but have not worked for two (2) weeks will automatically be considered as laid off.
- 5.15** A driver or dependant contractor may, at the Company's discretion, be granted a leave of absence without pay. To be eligible for leave of absence a driver or dependant contractor must have completed at least one year continuous employment. Application must be submitted in writing to the Branch Manager with a copy to the Union, stating the specific reason and duration of requested leave. The granting of such leave will be governed by the circumstances. The driver or dependant contractor will, at the Company's discretion, pay the Company costs of driver benefits. Any leave of absence may be cancelled by the Company for just cause and, if cancelled, the recall procedure will be carried out.
- 5.16** Any driver or dependant contractor on leave of absence who is engaged in gainful employment without prior written permission shall forfeit his seniority rights and his name will be stricken from the seniority list and he will no longer be considered a driver or dependant contractor of the Company.

ARTICLE 6 - GRIEVANCE PROCEDURES

- 6.1** It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties hereto agree to act in good faith in settlement of grievances in accordance with the provisions of this article.
- 6.2** Any complaint, disagreement, or difference of opinion between the Company, the Union or the employees/dependant contractors covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement shall be considered a grievance.

6.3 An employee/dependant contractor, the Union or the Company may present a grievance. Any grievance, which is not presented within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved parties.

6.4 An employee/dependant contractor having a complaint may orally discuss the matter with a supervisor.

6.5 Step 1

The employee/dependant contractor, with or without a Shop Steward, shall submit their grievances in writing to the Company officer with whom the dispute originated, who shall give his reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached then;

Step 2

Within seven (7) calendar days of receiving the decision under Step 1, the employee/dependant contractor, with a Shop Steward, shall submit the grievance in writing to the Branch Manager, who shall give his reply within seven (7) calendar days in writing. If a satisfactory settlement cannot be reached then;

Step 3

Within twenty-one (21) calendar days of receiving the decision under Step 2, an accredited Representative of the Brotherhood or a Business Agent may appeal in writing to the Regional Manager of the Company, who shall give his reply in writing within seven (7) calendar days.

Failing a satisfactory settlement under Step 3 of the grievance procedure, the grievance shall then be referred to arbitration.

6.6 A grievance concerning the dismissal of an employee/dependant contractor may be progressed commencing with Step 3 of the grievance procedure within ten (10) days of the date the employee is dismissed.

6.7 The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties confirmed in writing.

6.8 Any employee/dependant contractor shall be allowed to inspect their own personal file. The Local Chairman, acting on behalf of the Union and with the written permission of the employee, shall be allowed to inspect the personal file of the employee.

ARTICLE 7 - ARBITRATION

7.1 Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. Such notification must be made in writing within thirty (30) days.

7.2 The Board of Arbitration shall consist of a single arbitrator mutually agreed to by the Employer and the Union who shall act as the Board of Arbitration.

7.3 Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the

matter shall be referred to the Minister of Labour, who shall appoint the Arbitrator.

- 7.4 No person involved directly in the controversy under consideration shall be an Arbitrator.
- 7.5 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.
- 7.6 The findings and decision of the Board of Arbitration on all arbitration question shall be binding and enforceable on all parties.
- 7.7 The expense of the Arbitrator shall be borne equally by the Company and the Union.

ARTICLE 8 - HOLIDAYS AND VACATIONS

8.1 Holidays

Every employee shall be granted holiday pay for eight (8) hours at the 130,000 lb. 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. B.C. Day |

All hourly trips made on the above holidays will be paid at the stipulated overtime rates of pay.

8.2 Drivers shall not be paid for a holiday if:

- (a) employed less than thirty (30) days prior to such holiday;
- (b) absent from duty other than for proven sickness and/or Company authorization on the day before and/or the day after such holiday;
- (c) on authorized absence for illness or injury for thirty (30) days or more prior to such holiday.

8.3 Vacations

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

8.4 In the event that a General Holiday falls on an hourly rated drivers regular day off, either the day preceding or the day following such general holiday shall be declared the general holiday, or as otherwise locally arranged between the Union and the Company.

8.5 Line drivers shall receive ten (10) hours pay for these General Holidays.

- 8.6** Upon completion of continuous employment with the Company for the number of years hereinafter listed, vacation shall be granted and vacation pay shall be paid on the basis of the percentage of gross earnings accrued since the last vacation, as follows:
- (a) at any time after one (1) year, two (2) weeks at four percent (4%), or
 - (b) at any time after three (3) years, three (3) weeks at six percent (6%), or
 - (c) at any time after ten (10) years, four (4) weeks at eight percent (8%), or
 - (d) at any time after eighteen (18) years, six (6) weeks at twelve percent (12%).
- 8.7** (a) Vacations will be scheduled by the Company considering Company Seniority, employee preferences and the requirements of the operation.
- (b) At no time shall there be more than two (2) employees on vacation.
- (c) Employees shall be limited to a maximum of two (2) weeks vacation during prime time. "Prime Time" is defined as the times public schools are "not" in session.
- 8.8** Every effort shall be made to have drivers relieved of duty by 6:00 p.m. on December 24th and on December 31st, and within reasonable possibilities not dispatched before 10:00 p.m. on December 26th and/or January 1st.
- 8.9** Annual vacation pay shall be requested by the employee two weeks prior to the date they require it and will be paid on their regular pay.
- 8.10** Dependent Contractors will be granted time off, upon request, equivalent to vacation granted to Company drivers with equivalent seniority.

ARTICLE 9 - DRIVER BENEFITS

- 9.1** (a) The Company shall provide a Driver Benefits Plan for all regular employees which shall be maintained throughout the term of this collective agreement.
- (b) The Benefit Plan as it applies to Dependent Contractors will be as detailed in Appendix "A".
- (c) The Company will continue to offer the pension plan for the life of this Agreement.
- 9.2** Driver Benefits include:
- (a) Major Medical coverage
 - (b) Dental coverage
 - (c) Life insurance
 - (d) Accidental Death & Dismemberment
 - (e) Short Term Disability
 - (f) Long Term Disability
 - (g) Vision Care

The Premiums for Driver Benefits will be shared equally by the Company and the employee.

Dependant Contractor Benefits include:

- (a) Major Medical coverage
- (b) Dental coverage
- (c) Life insurance
- (d) Accidental Death & Dismemberment
- (e) Long Term Disability
- (f) Vision Care

The dependant contractor who selects same, through payroll deduction, will pay the full cost of the benefit program

9.3 Bereavement Leave

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and if he attends the funeral he shall be compensated eight (8) hours at his regular straight time hourly rate on the days prior to the funeral, the day of the funeral and the day after the funeral for a maximum of three (3) days.

Funeral leave is not compensable when the employee is on leave of absence, bona fide layoff or for days falling outside the employee's regular work week.

A regular employee's immediate family is defined as an employee's spouse, mother, father, sons and stepsons, daughters and stepdaughters, brothers and sisters, grandparents, mother-in-law, and father-in-law.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

9.4 Jury Duty

Any regular employee who is required to perform jury duty or attends court in response to a subpoena to give evidence as a witness concerning matters occurring during the regular course of his employment with the Company will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance and his regular pay for his scheduled hours of work. The pay will not exceed eight (8) hours a day or forty (40) hours a week. Proof will be required of attendance.

ARTICLE 10 - HOURS OF WORK: HOURLY-RATED DRIVERS

10.1 Regular Work Day/Week

The regular workday shall consist of 8 consecutive hours of work. The regular workweek will consist of 5 eight-hour days or 4 ten-hour shifts (condensed work week). The shifts will be assigned according to seniority.

10.2 (a) Call-Out

Any regular employee who is called out to work on a regular work day shall be paid

not less than eight (8) hours pay. Any employee who is called out to work on a sixth or seventh shift or overtime day shall be paid not less than four (4) hours pay.

- (b) Agreed Work for all classifications will be assigned on a seniority basis for the initial call-out. After the initial callout, the work will be distributed on a first in first out basis, where practical

10.3 Rest Breaks

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 practical, paid for at regular pay.

10.4 Overtime

The Company shall pay overtime rates to every hourly-rated driver entitled thereto as follows:

- (a) All time worked over and above 8 hours per day and 40 hours per week, excluding time-off for meals and breaks other than the rest break in 10.3.
- (b) All time worked on a general holiday.
- (c) The overtime rate shall be one and one-half (1½) times the applicable regular hourly rate of pay.

10.5 Overtime Work

Overtime work will where practical be offered on a voluntary basis in seniority order, if the overtime commitments cannot be met voluntarily, then overtime will be assigned on a mandatory basis of reverse seniority order.

10.6 Shift Work

Local hauling will have a shift differential of fifty cents (50¢) per hour for all hours worked between 4:00 p.m. and the end of the shift; and two dollars (\$2) per hour for all hours worked between midnight and 6:00 a.m. for shifts starting after midnight.

ARTICLE 11 - WAGE AND MILEAGE-RATED DRIVERS

11.1 Trip for Bill of Lading Purposes

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.

11.2 A single driven trip operation is from point of dispatch to point of rest, layover or book-off.

11.3 Sleeper Team Tour - when two drivers operate one "sleeper unit." Sleeper operations shall be programmed on a continuous basis wherever reasonable and possible.

11.4 Mileage rates - rates of pay applicable for each trip in excess of one hundred (100) miles

and paid on a mileage rate to compensate for duties performed in driving, fuelling, checking equipment, pre-trip preparing for departure at point of origin to tie-up and post trip at final destination and paid on the basis of current official provincial map miles.

11.5 Hourly Rated Driving

- (a) Bush Driving: all driving on other than main highways where the average speed is less than thirty-five (35) miles per hour.
- (b) Hourly-rated trips: trips under one hundred (100) miles and trips from:
Vancouver to Pemberton via Highway 99 and to Hope via Highway 1; and to Vancouver Island south and west of Courtney, including Courtney.

11.6 Bobtail - time spent by driver taking a tractor or empty truck from one destination to another without trailer attached, and paid at applicable driving rates.

11.7 Loading and Unloading Pay - hourly rate of pay for actual time spent by drivers for loading and unloading.

11.8 Hourly Non-Driving - Mileage Rated Drivers (Appendix B for Rates)

- (a) General

The applicable hourly rate will be paid for the following:

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. Deadhead - 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. Waiting time - where driver has to wait to load or unload, when acknowledged by customer signature.

- (b) Call-Out - Mileage Rated Drivers

Minimum of four (4) hours pay at the applicable hourly rate 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.

- (c) 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 layover during any trip at ten (10) paid hours away from home terminal, provided, however:

- (i) That for the last ten (10) hours in any succeeding twenty-four (24) hour layover period, the driver must be away from his home terminal.
- (ii) When a driver is required to layover 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 when he may be dispatched or begin layover procedure.
- (iii) When a driver is removed from a sleeper unit at a point away from home terminal he will be paid the applicable hour rate up to eight (8) hours, after when he may be dispatched or begin layover procedure.
- (iv) The Company agrees that whenever possible drivers will be advised at point of origin in regard to layover.

11.9 Overtime - Mileage Rated Drivers

One and one-half (1½) times the applicable hourly rate of pay. Overtime shall be paid for hours exceeding ten (10) hours excluding breaks and meals.

Overtime pay for sleeper operations shall be calculated by splitting the driving hours at the mileage rate and the first hour of loading/unloading only. Remaining hours shall accumulate to the credit of each driver engaged in such sleeper operations. Notwithstanding the foregoing, if hours worked in sleeper operations as aforesaid exceed ten (10) hours in any twenty-four (24) hour period, such excess shall be compensated for at the overtime rate.

On any day a combination of local and mileage rates are paid, overtime rates are to be paid if beyond nine (9) hours from the start of any shift or trip. Except when local hourly rate is paid as part of a mileage trip.

Overtime will be paid for work on Christmas and New Year's Day.

Overtime will be paid for work on general holidays unless driver is given day off in lieu of.

Overtime pay for local/hourly work will be paid only if a driver is working on his sixth (6th) or seventh (7th) shift in the previous seven (7) day period. A new seven (7) day period will begin if overtime is paid on two (2) days in any seven (7) day period.

- 11.10** Training pay - drivers who carry out additional and various duties of training personnel selected by the Company will be additionally compensated twenty-five dollars (\$25) flat rate for each (24) hour period.
- 11.11** Where sleeping accommodation is necessary, drivers will be compensated for the actual cost thereof provided that the Company deems such cost reasonable and provided further that such cost is properly substantiated by voucher or receipt.
- 11.12** In no event shall any time or pay be duplicated or pyramided.
- 11.13** It is mutually agreed that the pay rates and classifications set forth in Appendix B 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.

- (a) Driver pay will be made every second Wednesday with cut-off at midnight Saturday eleven (11) days previous. A general holiday as recognized in this Agreement occurring between cut-off and Wednesday normally designated may alter pay dates accordingly.
- (b) Vacation pay will be requested by driver two (2) weeks in advance and it will be paid not later than two (2) days prior to vacation commencing.
- (c) Starting in January, 1996, the current pay day will be delayed one (1) day (excluding Saturday and Sunday) per pay period until it complies with this clause. On July 1, 1996, the Company will implement direct payroll deposit for all employees.

11.14 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.

11.15 Banked Overtime - Paid at straight time, bank the ½ time to maximum of 40 hours. Any unused banked hours will be paid to the employee on March 31st of each year. The Company requires two weeks notice to have banked overtime paid. Driver will indicate at the beginning of each quarter if overtime is to be paid or banked. Banked overtime will be paid as part of regular pay.

ARTICLE 12 - SAFETY

12.1 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.

12.2 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 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 will be made available to the driver for the next trip.

12.3 The Company, the Union and the driver shall all cooperate in the matters of safety and health. The Union recognizes the right of the Company to require a medical examination at any reasonable time, provided that the Company shall pay the cost of such examination. The parties 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 cooperate in any matters to improve the health and safety of the work force.

12.4 Pay for Day of Accident

If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, provided he is not in receipt of compensation from the Workers' Compensation Board for that day.

12.5 Drivers' Safety Incentive Program

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

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

(c) **Drivers incentive will be credited monthly as follows:**

Effective Jan 01, 2015 – 1.2% of gross earnings
Effective Jan 01, 2015 - .55% of gross earnings this additional amount expires Dec 31, 2015.

(d) When accident damage or loss or damage to cargo or property occurs, deductions will be assigned against the responsible driver's credit balance.

(e) Any deduction considered unfair by the driver may be appealed for review by a Safety Committee comprised of two (2) representatives of each of the parties hereto. If a majority decision cannot be reached by this Committee within seven (7) days of the matter having been referred to it, the matter will be submitted to a senior member of management for his decision which decision shall be subject to the grievance procedure, commencing at Step 2 thereof.

(f) Any driver leaving the Company after six (6) months continuous employment shall, within thirty (30) days, receive 75% of his accumulated incentive pay, provided, however, that the provisions of this Article shall not apply where a driver has failed to comply with the Company's rules respecting the giving to the Company of seven (7) days notice of termination of employment.

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

12.7 All employees shall be issued work gloves on a return basis at regular intervals.

12.8 The Company agrees to an annual two hundred dollar (\$200.00) uniform / boot allowance. Purchase order for a recognized supplier will be issued on the anniversary dates of the Company drivers. Uniform is defined as clothing bearing the Trimac logo.

ARTICLE 13 - LABOUR MANAGEMENT COMMITTEE

- 13.1** The parties agree that it is to their mutual benefit to pursue constructive relations and effective communication.
- 13.2** To pursue this objective, a Labour Management Committee composed of up to three (3) members selected by the Union and up to three (3) representatives of the Company shall be formed at each branch.
- 13.3** The Committee shall meet no less often than once every three (3) months to discuss business prospects and means for improving communication, safety, efficiency, cost control and productivity for the benefit of all concerned.

ARTICLE 14 - DURATION

- 14.1** Except as herein provided this Agreement shall become effective the 1st day of January, 2015, and shall remain in full force and effect up to and including the 31st day of December, 2015, and from year to year thereafter until the Agreement is amended and renewed, or terminated.
- 14.2** Either party may, within four (4) months preceding the expiry of the Agreement, give written notice requiring the other party to commence collective bargaining. Such notice shall be given not later than thirty (30) days prior to expiry and shall include two (2) copies of proposed amendments.
- 14.3** It is agreed that this Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Signed this _____ day of _____, 2015.

For the Company

For the Union

APPENDIX A - DEPENDENT CONTRACTORS

Provisions of the Collective Agreement that expressly refer to Dependent Contractors shall apply and Dependent Contractors shall have access to and comply with the Grievance and Arbitration procedures.

1. Group Benefits

The Company will continue to offer full-time Dependent Contractors access to a Group Benefit Plan.

Dependant Contractor Benefits include:

- (a) Major Medical coverage
- (b) Dental coverage
- (c) Life insurance
- (d) Accidental Death & Dismemberment
- (e) Long Term Disability
- (f) Vision Care

The dependant contractor, who selects same, through payroll deduction, will pay the full cost of the benefit program.

2. Trips Rates

Trip Rates will be calculated as follows:

Trip times will use the average of one year of historical data.

The trip times will be multiplied by the current fuel included pay rate to arrive at the trip pay.

Trip rates as per attached scheduled (revised January 1st, 2008)

Note: the rates are subject to escalation or de-escalation based on the price of fuel.

Letter of Understanding: Where it can be demonstrated with verifiable data that, if any trip times are plus or minus ten percent (10%) of the posted trip rate schedule, these trip rates will be reviewed annually by a committee made up of management and the Union.

3. The safety incentive will remain at three percent (3%) for dependant contractors. The calculation and payment of the safety incentive will be every six (6) months, in June and January. **An additional safety incentive of 0.4% will be paid in 2015.**
4. Increase holdback amounts to \$1,500.00 for all dependent contractors hired after January 01, 2005.
5. Flyash / cement split loads will receive fifteen dollars (\$15.00) per split load.
6. The five percent (5%) in B.C. current cost of insurance will not be increased during the life

of this agreement.

- | | |
|------------------------------|-----------------|
| 7. Current base rate mileage | 1.4428 |
| Current hourly base rate | 45.13 |
| Current wait time rate | 29.98 (Mileage) |
-
8. Backhaul Miles are defined as all loaded miles in excess of fifty percent (50%) of total trip circuit miles 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.
 9. Bush Driving: all driving on other than main highways where the average speed is less than thirty-five (35) miles per hour shall be compensated at the hourly work time rate.

All rates effective January 1st, 2015.

APPENDIX B – Company Driver Wage Rates

1. Richmond Branch Cement Rates

- (a) When an out-of-branch driver is working on a Richmond allocated unit, Richmond hours of work and hourly rate will apply.
- (b) When an hourly-rated driver on regular shift pulls trains for more than two (2) hours, on his shift he will be paid the train rate for all hours worked.

2. Sleeper Rates

Additional 4.5¢ per mile.

All sleeper mileage, loading and unloading will be split. Drivers will be paid individually when both required to work. Subsistence will be paid to each driver at the rate shown below.

3. Meals for Out of Branch Work – When a Company Driver is working out of Branch he/she will be compensated \$30/day for meals.

Company Driver Rates

Driver Pay Schedule
to December 31, 2015

Br 06 Richmond	
Overtime Premium.	13.395
Hourly	26.79
Hourly on Mileage	23.56

(a) When an out-of-branch driver is working on a Richmond allocated unit, Richmond hours of work and hourly rate will apply.

(b) When an hourly-rated driver on regular shift pulls trains for more than two (2) hours, on his shift he will be paid the train rate for all hours worked.

Mileage	
5 Axle	55.93
6 Axle	57.5
Over 130K lbs GVW	60.99

LETTER OF UNDERSTANDING

between

WESTLAND CARRIERS LTD.
(Hereinafter referred to as "the Company")

and

National Automobile, Aerospace, Transportation and
General Workers Union (CAW-Canada Local 114)
(Hereinafter referred to as "the Union")

This Letter of Understanding shall form and remain a part of the existing Collective Agreement between the Company and the Union.

Subject: Paid Education Leave Program

The company will participate in the CAW Paid Leave Program with funding based on three (3) cents per hour or equivalent for company drivers and 24 cents per day for dependent contractors. The Company and the Union will meet to discuss the administration of the program.

Signed this _____ day of _____, 2015.

For the Company

For the Union

Memorandum of Agreement

between

Westland Carriers Ltd.
(Hereinafter referred to as "the Company")

and

National Automobile, Aerospace, Transportation and
General Workers Union (CAW-Canada Local 114)
(Hereinafter referred to as "the Union")

Letter of Understanding - Job Postings

When job posting are required, a copy of any posting will be provided to each driver, drivers signing the posting will do so on the posting provided to them and returned to the Company.

Signed this _____ day of _____, 2015.

For the Company

For the Union

Memorandum of Agreement

between

Westland Carriers Ltd.
(Hereinafter referred to as "the Company")

and

National Automobile, Aerospace, Transportation and
General Workers Union (CAW-Canada Local 114)
(Hereinafter referred to as "the Union")

**Regarding Westland Owner Operators and existing practices
for payment of non-driving time**

It is hereby understood and agreed that:

The practices and procedures currently in place with regards to Local non-driving time will continue for the duration of this contract.

This will apply to all work time, wait time, delays, and any other time paid on an hourly basis, as applied over the term of the previous agreement.

This does not apply to paid time associated with mileage trips to Kamloops Lafarge as addressed in a separate letter of understanding

Signed this _____ day of _____, 2015.

For the Company

For the Union

Memorandum of Agreement

between

Westland Carriers Ltd.
(Hereinafter referred to as "the Company")

and

National Automobile, Aerospace, Transportation and
General Workers Union (CAW-Canada Local 114)
(Hereinafter referred to as "the Union")

**Regarding Westland Owner Operators and Workers' Compensation Board (WCB)
Registration and Payment**

It is hereby understood and agreed that:

1. All Owner Operators must register and have current WCB coverage.
2. The Owner Operators will insure payments are made in a timely manner to the WCB for all premiums.
3. The Company will reimburse all Owner Operators for costs related to premiums for WCB upon production of proper receipts.

Signed this _____ day of _____, 2015.

For the Company

For the Union

Memorandum of Agreement

between

Westland Carriers Ltd.
(Hereinafter referred to as "the Company")

and

National Automobile, Aerospace, Transportation and
General Workers Union (CAW-Canada Local 114)
(Hereinafter referred to as "the Union")

**Regarding Westland Owner Operators and Company drivers Payment for mileage trips to
Lafarge Kamloops**

It is hereby understood and agreed that: For mileage wage and compensation claims for trips to Lafarge Kamloops the following fixed mileage rates will be used for trips not affected by any highway closures or detours.

For trips based at Langley:	Clearbrook	427 miles
	Chilliwack	434 miles
	Leeder	446 miles
	Haney	453 miles
	Burnaby Target	457 miles
	Surrey	??? miles

For trips based at Richmond:	Clearbrook	469 miles
	Chilliwack	475 miles
	Leeder	467 miles
	Haney	476 miles
	Burnaby Target	479 miles
	Surrey	473 miles

These mileage trips include one and one half (1½) hours loading time before any extra compensation and three quarters (3/4) of an hour unloading before any additional compensation

Signed this _____ day of _____, 2015.

For the Company

For the Union

Customer	Proposed
Adams	2.25
AE Langley	3.37
Burnco Bbby	4.00
Burnco Langley	4.25
Cardinal Squamish-Train	7.58
Cardinal Squamish-Semi	5.52
RMC Delta	3.42
Clayburn	5.13
Coast	2.19
Coquitlam Conc-Train	4.50
Coquitlam Conc-Semi	3.50
Flexile	3.35
Graestone Langley	4.25
Graestone Maple Ridge	5.00
Jack Cewe	3.67
Kask Bros	4.25
Laf-N.Van	4.53
Laf-Richmond	2.81
Laf-Vancouver	3.52
<u>Lang C&T Chilliwack *</u>	5.85
Mapei	3.20
<u>RMC Surrey *</u>	3.77
RMC Vancouver	4.00
Mutual Abbotsford	5.06
Mutual Langley-Train	4.25
Mutual Langley-Semi	3.46
Selli	3.50
Tristar	4.20
<u>V/R Chilliwack *</u>	5.47
V/R Clearbrook	4.70
V/R Coquitlam	3.99
V/R Haney	4.67
V/R Mission	5.92
V/R Surrey	3.55
Yard at a Time	3.00
<u>Laf-Harbour Plant</u>	<u>4.00</u>

* Subject to Review

Trimac Transportation Services						
Branch 6 Richmond - Lease Operator Rate Structure						
Effective:	May 1, 2011					
Base Rate Excluding Fuel				83.00%		
Fuel Component of Rates				17.00%		
Clearbrook Current Price Per litre			\$1.1282	(Incl: 3.5% Incr. eff. Nov. 01, 2010)		
Base Fuel			\$0.7736	Based on Feb. 27, 2005 fuel		
Change			\$0.3546			
Change %			45.84%			
Wait, Delay Time	\$29.98	PER HOUR		Train Mileage Rate		\$2.4686
SEMI - Ex Richmond			Fuel Surcharge: 22.62%		186613	
Customer	City		Trip Times	Base Rate	New Fuel	New Fuel Escalated pay
Semi Hourly Work				\$45.13		\$55.34
Adams Concrete	Richmond	Semi	2.25	\$101.54	\$22.97	\$124.51
Bedroc	Langley/Surrey	Semi	3.25	\$146.67	\$33.18	\$179.85
Clayburn	Abbotsford	Semi	5.13	\$231.52	\$52.37	\$283.89
Coast	Richmond	Semi	2.19	\$98.83	\$22.36	\$121.19
Flextile	Burnaby	Semi	3.35	\$151.19	\$34.20	\$185.38
Mapei	Delta	Semi	3.20	\$144.42	\$32.67	\$177.08
Pacific Prebench	Aldergrove	Semi	3.52	\$158.86	\$35.93	\$194.79
Tristar	Abbotsford	Semi	4.20	\$189.55	\$42.88	\$232.42
Westcon (Mutual)	Langley	Semi	3.46	\$156.15	\$35.32	\$191.47
L C & T	Chilliwack	Semi	5.16	\$232.87	\$52.68	\$285.55

TRAIN - Ex Richmond			Fuel Surcharge: 46.40%			186614
Train Hourly Work						\$66.07
Apollo (Mutual)	Abbotsford	Train	5.06	\$228.36	\$105.97	\$334.33
Central	Delta	Train	3.42	\$154.34	\$71.62	\$225.97
Greastone	Maple Ridge/Haney	Train	5.00	\$225.65	\$104.71	\$330.36
Kask Bros.	Burnaby	Train	4.25	\$191.80	\$89.00	\$280.81
Lafarge N.Van	N.Vancouver	Train	4.53	\$204.44	\$94.87	\$299.31
Lafarge Richmond	Richmond	Train	2.81	\$126.82	\$58.85	\$185.66
Lafarge Van	Vancouver	Train	3.52	\$158.86	\$73.72	\$232.57
McCallum (RMC)	Langley	Train	3.85	\$173.75	\$80.63	\$254.38
Valley Rite	Chilliwack	Train	5.50	\$248.22	\$115.18	\$363.40
Valley Rite	Clearbrook	Train	4.70	\$212.11	\$98.43	\$310.54
Valley Rite	Coquitlam	Train	3.99	\$180.07	\$83.56	\$263.63
Valley Rite	Maple Ridge	Train	4.67	\$210.76	\$97.80	\$308.56
Valley Rite	Mission	Train	5.92	\$267.17	\$123.98	\$391.15
Valley Rite	Surrey	Train	3.55	\$160.21	\$74.35	\$234.56
Westcon (Mutual)	Langley	Train	4.25	\$191.80	\$89.00	\$280.81
Graestone	Langley	Train	4.25	\$191.80	\$89.00	\$280.81
Target Abbotsford	Abbotsford	Train	4.50	\$203.09	\$94.24	\$297.33
Cardinal	Squamish	Train	7.58	\$342.09	\$158.74	\$500.83
Cardinal	Whistler	Train	8.24	\$371.87	\$172.56	\$544.44
LCT	Chilliwack	Train	6.15	\$277.55	\$128.80	\$406.34
RMC Mitchell Island	Mitchell Island	Train	4.00	\$180.52	\$83.77	\$264.29
Lafarge Harbour Plant	Vancouver	Train	4.00	\$180.52	\$83.77	\$264.29
Additional Pay Details:						<i>(Not fuel adjusted)</i>
<ol style="list-style-type: none"> Backhaul Miles are defined as all loaded miles in excess of 50% of total trip circuit miles 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. \$15 for split loading of flyash/cement. 						