

Memorandum of agreement June 14th 2017

Collective Agreement

- BETWEEN -

Trimac Transportation Services Inc.
(Hereinafter called "The Company")

- AND -

Northstar Employees' Association
(Hereinafter called "The Association")

SUBJECT TO ERRORS & OMISSIONS

WHEREAS the Company is engaged in hauling bulk commodities and other allied products with its head depot and base of operations in the Sherwood Park, Fort Saskatchewan, and Medicine Hat Alberta,

AND WHEREAS the Company and the Association wish to co-operate in maintaining mutually satisfactory relations between the parties hereto, to prevent any walk-out, strike, or work stoppage, and to provide a method for peaceful disposition of grievances, and to establish and maintain fair and equitable working conditions, hours of work and wages for all Employees and Owner Operators who are subject to the provisions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows.

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ARTICLE 1 - RECOGNITION

This Agreement covers all the Employees and Owner Operators of the Company, but excludes office staff and personnel specifically excluded by the Canada Labour Relations Board.

The company recognizes and agrees that the Association is the sole bargaining agent for the Employees' and Owner Operators pursuant to the

certification order issued at Ottawa, Canada on the 2nd day of June 1997 by the Canada Labour Relations Board or any new or amended certificate issued by the Canada Labour Relations Board.

The Company agrees not to enter into any agreement or contract with the employees covered by this agreement, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement. Any such agreement will be null and void.

ARTICLE 2 - REPRESENTATIVES OF THE PARTIES

The Association shall appoint and shall advise the Company in writing the name of the Executives who will be its representative in all dealings with the Company in carrying out and administration of this Agreement and who will be referred to hereinafter as the Association Representative.

The Company shall appoint and shall advise the Association in writing the name of the Company official who will be its representative in all dealings with the Association in carrying out the administration of this Agreement, and who will be referred to hereinafter as the Company Representative.

ARTICLE 3 - COMPANY RIGHTS

The right to manage the affairs of its business and to direct its workforce vests exclusively in the Company. Without limiting the generality of the foregoing Company's rights include the following:

- (1) To determine the enterprises, schedules, locations, methods, processes, and sequence of its operations, and to sublet work to others. Sub-contractors will be utilized as required on an overflow basis. Any use of sub-contractors will not unnecessarily result in the reduction of hours or miles for regular Employees' and or Owner Operators.
- (2) To hire, lay-off, promote, demote, assign to jobs or to shifts, or to transfer Employees and Owner Operators between jobs, provided however that Employee and Owner Operators laid-off will be retained on the Company's seniority list for a period of six (6) months, but unless they signify their willingness to report for work within two calendar weeks of receipt of notice to recall so, they shall forfeit all claim to re-employment with the Company.

ARTICLE 4 - ASSOCIATION SECURITY

All Employees and Owner Operators covered by this Agreement shall, as a condition of their continued employment, become members of the Association after thirty (30) days' continuous employment with the Company.

ARTICLE 5 - DEDUCTION OF DUES

The Company will ensure an authorization form directed to the Company allowing for the deduction of Association dues and assessments ~~collections~~, and remission of same to the Association, is supplied to each new employee or Owner Operator and a copy of such form provided to the Association.

The dues and collections for each month will be deducted from the Employee's or Owner Operators pay for the first pay period commencing in that month. A detailed statement will be provided by the 30th day each month that the dues were collected in to the Association. The statement will include the Employee's Name, Unit number, Owner's name and an updated list of all new hires and those that are no longer employed.

ARTICLE 6 - COMPLAINTS AND GRIEVANCES

The term "grievance" as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours of work or working conditions, including questions of interpretation, or application, or compliance with the provisions of this Agreement and shall relate to and concern only a grievance which has arisen subsequent to the date of this Agreement.

Where a difference arises between the parties relating to the interpretation, application, and Operation or alleged violation of this Agreement, such difference must be settled without stoppage of work, slowdown or any other impediment to operations by following the procedure specified below.

Grievance Procedure:

Differences shall initially be considered complaints and shall be discussed by the Employee or Owner Operator and his supervisor with the intent of resolving the difference immediately. A complaint not resolved in this manner may be considered a grievance provided it is submitted to Step one within ten (10) working days of the incident giving rise to the difference. In the case

of an incident arising when the Employee or Owner Operator is away from his home terminal, a complaint may be considered a grievance provided it is submitted to Step one within ten (10) working days of his/her return to his home terminal.

The procedure for discussion and settlement of grievances shall be as follows:

- Step 1 The grievance shall be stated in writing and the Employee and/or Owner Operator either alone or together with the Association Representative, shall present the grievance to the Employee's or Owner Operator's Manager who shall consider it in the presence of the person presenting the same and will render a decision within ten (10) working days, or any longer period that may be mutually agreed to. Should the Company Manager's decision not be satisfactory to the Employee and/or Owner Operator or to the Certified Association Representative, they shall within the next ten (10) working days, request the grievance proceed to Step 2.
- Step 2 The Association Representative shall then discuss the grievance with the General Manager and Human Resources designated nominee and they shall endeavour to settle the matter.

Unless a request to process a grievance from the first step to the next is made within the time stated above, the grievance shall be deemed to be settled on the basis of the Company's reply at the previous step.

If an Employee and/or Owner Operator claims unjust dismissal by the Company, that complaint shall be treated as a grievance if a written statement of such claim is given by the Employee and/or Owner Operator or the Association Representative to the Company's Manager, or mailed to the Company within ten (10) working days after notice of dismissal has been received by the Employee.

In such cases, the grievance process to be followed will commence with Step 2 of the grievance procedure, as hereinbefore set forth, and such grievance may be settled by confirming the Company's action in dismissing the Employee and/or Owner Operator, or by reinstating the Employee and/or Owner Operator with full compensation for the time lost, or by any other arrangement which in the opinion of the conferring parties, is just and equitable and mutually agreed to.

Unless the complaint is so reported within the specified time, the Employee's and/or Owner Operator employment shall be deemed to have terminated when the Employee and/or Owner Operator was

dismissed and such dismissal shall not constitute a grievance at a later date.

Should either of the parties to this Agreement have a misunderstanding, complaint, or dispute under this Agreement against the other party, the grievance procedure shall commence with Step 2.

Any agreement arrived at between the parties during or subsequent to the above steps shall be binding upon both parties and on the person concerned, and at the request of either party, shall be in writing.

It is agreed by both parties to this Agreement that no complaint, dispute, or grievance under this Agreement may be submitted in arbitration until after either or both parties have exhausted the above grievance procedure in connection with it and that only differences hereinafter referred to in this Agreement under "arbitration" may be submitted to arbitration.

ARTICLE 7 – ARBITRATION

Where a violation of the Agreement is alleged or a difference between the parties to this Agreement relating to the meaning or application of the Agreement (including a difference relating to whether or not the matter upon which Arbitration has been sought comes within the scope of the Agreement) arises a party thereto, within ten (10) Working days after exhausting the grievance procedure established by this Agreement, but not later (unless an extension of time is mutually agreed to) may notify the other party in writing of its desire to submit the alleged violation or grievance to Arbitration and the Notice shall contain a statement of the grievances and the names of the person nominated as Arbitrator by the party giving the Notice. The party to whom this Notice is given shall, within ten (10) working days agree with the nomination or nominate another arbitrator.

Where the party receiving the Notice fails to nominate an Arbitrator or where the second appointee of the party fails to agree on the appointment of the Arbitrator, either party to the Agreement may request the Minister of Labour to appoint a member on behalf of the party member failing to appoint a member and such member appointed by the Minister of Labour shall be the Arbitrator.

The procedure before the Arbitrator shall be in accordance with the provisions of the Canada Labour Relations Board and the decision of this Arbitrator shall

be final and binding on both parties and on every person bound by the Agreement but the Arbitrator shall not have jurisdiction to set provisions of a new agreement, nor to make any decision inconsistent with the provisions of this Agreement, nor by its decision to change wholly or in part any provisions of this Agreement.

The parties will jointly bear the expense (if any) of the Arbitrator, one half of such expense to be paid by each party.

ARTICLE 8 - STRIKES AND LOCKOUTS

It is agreed by the Association that there shall be no strikes or slowdowns, either complete or partial, or any other type of collective action which will stop or interfere with the Company's operations during the lifetime of this Agreement, and that if any such collective action shall be taken, the Association Representative shall instruct the Employees to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

It is agreed by the Company that there shall be no lockout during the lifetime of this agreement. A shutdown beyond the control of the Company shall not be deemed to constitute a lockout.

ARTICLE 9 – Shop Stewards

The Association shall appoint a Shop Steward or Stewards to a maximum of two (2) stewards. The Association shall notify the local management of the Employer as to names and locations of each Steward. The Employer shall likewise notify the Association as to the names and locations of each Manager.

No Shop Steward, committee or employee shall be discriminated against or jeopardized in standing or suffer any loss of employment on account of membership in or legitimate activities on behalf of the Association.

COMPANY EMPLOYEES SECTION C

ARTICLE C1 - SENIORITY - COMPANY EMPLOYEES

C1.1 Total Length of Service

Company seniority shall be defined as the total length of service based on date of hire with the company. Branch seniority shall be defined as the

total length of service based on their start date of hire within a specific Branch.

C1.2 Application

Branch seniority shall be strictly applied in determining preference for lay-off and recall from lay-off, subject to the availability and ability of employees with seniority standing to do the required work.

Company seniority shall be used for the determination of vacation, benefit and pension entitlement.

C1.3 Loss of Seniority

An employee will lose his seniority under the following circumstances:

- (a) If he/she is discharged for cause,
- (b) Absences in excess of six (6) months due to lay-off,
- (c) Failure to report after lay-off within two calendar weeks of receipt of notice to recall,
- (d) Voluntary resignation.
- (e) When medically unfit to perform their duties, employees will be Continued on the seniority list until fit, or for two (2) years, whichever comes first.

ARTICLE C2 - DISCIPLINE AND TERMINATION - COMPANY EMPLOYEES

- (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 that he has received discipline.
- (3) An Executive of the Association shall be present when any discipline results in suspension or termination of employment.
- (4) All discipline shall be placed in the employee's file, with a copy given to the employee and the Executive of the Association. A disciplinary

notice in an Employee's file will be removed after twenty-four (24) months provided the employee does not receive a disciplinary notice of the same nature.

- (5) Only written warnings, written reprimands and letters of suspension shall be considered discipline. 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, and previous disciplined offences of a similar nature, other previous disciplined offences, and the length of time since a previous disciplined offence, and the seriousness of the offence itself. A serious offence may result in termination of employment on the first offence.
- (7) All disciplinary action shall be subject to the grievance and arbitration procedures.
- (8) A member of the Executive shall attend a disciplinary hearing with the Company prior to suspending or terminating an employee. The Company will pay said Executive a minimum of one (1) hour of their regular wait time rate of pay to attend.

ARTICLE C3 - HOURS OF WORK AND SCHEDULES - COMPANY EMPLOYEES

The Canada Labour Code shall govern hours of work. Employees will maintain such records as required by law or Policy and Procedures.

The Association recognises 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.

ARTICLE C4 - HOLIDAYS - COMPANY EMPLOYEES

Each Driver shall be granted holiday pay for ten (10) hours at the work time rate on each of the following general holidays falling within any period of employment.

- | | |
|-------------------------|---------------------|
| 1. New Years Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Remembrance Day |
| 4. Canada Day | 9. Christmas Day |
| 5. August Civic Holiday | 10. Boxing Day |

To be entitled to the Statutory Holidays listed above, an employee must have been employed for a minimum of thirty (30) days.

ARTICLE C5 - LEAVES - COMPANY EMPLOYEES

Bereavement Leave

The Employee shall be entitled to a period of up to five (5) days with pay, for the death of a member of the immediate family (father, mother, spouse, son, daughter, step-son, step-daughter, brother, sister or related dependent).

The Employee shall be entitled to three (3) days off with pay, for the death of a member of the extended family (father-in-law, mother-in-law, and grandparent).

Leave Of Absence

An Employee may be granted a leave of absence or lay-off for a period not exceeding six (6) months from November 1st to May 1st and shall not, during the period, lose seniority among the Employees provided the said leave or lay-off is agreed to by the Association and the Company.

All requests for leave of absences must be in writing to both the Association and the Company.

Promotion

An Employee who has been promoted on a trial basis by the Company shall retain seniority in the Association for a period of six (6) months until it is determined that the Employee is not able or does not desire to hold the new position.

ARTICLE C6 - VACATION PAY - COMPANY EMPLOYEES

Vacation pay and entitlement will be granted to employees as follows

| Vacation pay ~~accrued~~ will be paid each pay period as a percentage of gross taxable earnings:

from start of work to 3rd anniversary	4%
from 3rd anniversary to 12th anniversary	6%
from 12th anniversary to 18th anniversary	8%
from 18th anniversary and thereafter	10%

Vacation time entitlement follows each full year of service:

following 1 year of service to 3 years of service	2 weeks
following 4 years of service to 12 years of service	3 weeks
following 13 years of service to 18 years of service	4 weeks
following 19 years of service and thereafter	5 weeks

~~Accrued vacation will be paid out at the time of vacation time taken (upon request), or at termination of employment.~~

Broken Vacations - Employees entitled to more than three (3) weeks' vacation may be required to take the additional vacation at a time agreed upon by the Employee and the Manager.

The annual vacation schedule will be posted by March 31st of each year so that vacations may be chosen on a seniority basis.

~~An Employee whose employment is terminated by the Company during the year will be paid vacation pay at the time employment is terminated at the above rates.~~

ARTICLE C7 - RESPONSIBILITY FOR EQUIPMENT AND VEHICLES - COMPANY EMPLOYEES

It is to the mutual advantage of both the Company and the Employees that Employees do not operate vehicles or equipment which are not in a safe and proper operating condition. It shall be the duty of the Employees to report promptly all defects in vehicles and equipment. It shall be the duty of the Company to promptly attend to any reported defects.

ARTICLE C8 - DRIVER WAGE RATES

Schedule A - Rates effective July 1st 2017

ARTICLE C9 - EMPLOYEE BENEFITS - COMPANY EMPLOYEES

Any change in the Company's present policy on Employee benefits shall not constitute a reopening of this Agreement, provided, however changes shall be made without prior discussion with the Association.

Benefits now include:

- Hospital Services
- Medical Services
- Dental and Vision Care
- Group Life Insurance
- Accident Death & Dismemberment

Pension Plan
Weekly Indemnity
Long Term Disability

Benefits and the Pension Plan are provided on a cost sharing basis. The Employer will provide plan booklets and the applicable premiums for the available plans to the Association within 30 days of the signing of this agreement.

ARTICLE C10 - PREMIUMS AND INCENTIVES

The Company agrees to grandfather any Company Driver who qualified for the years of service on or before December 31st, 2016.

- o Upon the completion of 3 years of service and on or before the completion of 5 years of service – 5% of gross earnings to be paid on a quarterly basis.
- o After 5 years of service – 6% of gross earnings to be paid on a quarterly basis
- o Any employee hired after December 31st, 2013 will not be eligible for the years of service premiums.

ARTICLE C11- OVERTIME PAY

Overtime will be paid at 1.5 times the regular rate for authorized work performed in excess of nine (9) hours per day or forty-five (45) hours per week for city work. City work is defined as local work within a twenty-five (25) mile radius of Edmonton city centre.

Overtime will be paid at 1.5 times the regular rate for authorized work performed in excess of sixty (60) hours per week for all other work.

Overtime hours will be deemed authorized work provided the driver records all hours worked through workflow. If workflow is not operational the driver will advise dispatch as soon as possible for adjustment in addition any approved Miscellaneous Pay Sheet will be paid. Any manual request for overtime will not be approved or processed.

ARTICLE C12- SIRUS RADIO

The Employer will ensure that all company trucks that have SIRUS satellite radios installed will be activated.

OWNER OPERATOR SECTION O/O

ARTICLE O/O1 - INDIVIDUAL BUSINESS CONTRACT - OWNER OPERATOR

It is agreed that in addition to this Collective Agreement, the Company and each Owner Operator will sign an individual business contract covering Company/Contractor arrangements. A copy of such individual contract will be filed with the Association.

ARTICLE O/O2 - SENIORITY - OWNER OPERATOR

O/O2.1 Total Length of Service

Company seniority shall be defined as the total length of service based on date of hire with the company. Branch seniority shall be defined as the total length of service based on their start date within a specific Branch.

O/O2.2 Application

Branch seniority shall be strictly applied in determining preference for lay-off and recall from lay-off, subject to the availability and ability of Owner Operators with seniority standing to do the required work. Company seniority shall be used for the determination of time off and scheduling of such.

O/O2.3 Loss of Seniority

An Owner Operator will lose his seniority under the following circumstances:

- (a) If he is discharged for cause,
- (b) Absences in excess of six (6) months due to lay-off,
- (c) Cancellation of individual contract by either Company or Owner Operator
- (d) Failure to report after lay-off within two calendar weeks of receipt of notice to recall,
- (e) Voluntary resignation.

ARTICLE O/O3 - DISCIPLINE AND TERMINATION - OWNER OPERATOR

- (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 that he has received discipline.
- (3) An Executive of the Association shall be present when any discipline results in suspension or termination of employment.
- (4) All discipline shall be placed in the employee's file, with a copy given to the employee and the Executive of the Association. A disciplinary notice in an Employee's file will be removed after twenty-four (24) months provided the employee does not receive a disciplinary notice of the same nature.
- (5) Only written warnings, written reprimands and letters of suspension shall be considered discipline. 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, and previous disciplined offences of a similar nature, other previous disciplined offences, and the length of time since a previous disciplined offence, and the seriousness of the offence itself. A serious offence may result in termination of employment on the first offence.
- (7) All disciplinary action shall be subject to the grievance and arbitration procedures.
- (8) A member of the Executive shall attend a disciplinary hearing with the Company prior to suspending or terminating an employee. The Company will pay said Executive a minimum of one (1) hour of their regular wait time rate of pay to attend.

ARTICLE O/O4 - RATES - OWNER OPERATOR

Schedule C - Rates effective July 1st 2017

- o When a driver is required to load at multiple locations, the work time rate shall be paid after 1.5 hours of total load/travel time for the additional loading.

ARTICLE O/O5 OWNER OPERATOR MEDICALS - OWNER OPERATOR

The company will pay for annual renewals. Pre-employment medicals to be paid by the owner operator

ARTICLE O/O6 – OWNER OPERATOR INSURANCE

Insurance at 5% capped at \$6500.00 per year
The deductible will be increased to \$3000 per occurrence; tractor, trailer, cargo, third party to a maximum of \$9000.00.

The deductible for animal strikes will be \$1000.00

In cases of single vehicle incidents where the damage is under \$3,000 the Company will allow the Operator to pay for the repairs without the deductible being taken.

The policy holder and Association Executive will be informed to the extent practically possible during any incident that requires the use of insurance and the amount of deductible that will be taken in accordance with the above schedule. The company shall provide Leased Operators with a written summary of the insurance policy as it pertains to the Lease Operators.

ARTICLE O/O7 – OWNER OPERATOR HOLDBACK

Owner Operator holdback will be ~~\$2000.00~~ \$4,500.00 per unit. The holdback will be achieved by deducting \$250.00 each pay period. ~~No change to holdback amounts of current members.~~ The Company will pay interest on the holdback balances at time of payment. Interest to be calculated at the average annual Bank of Canada interest rate based on the term deposit rate in effect at the time of the holdback term.

The Owner Operators shall be entitled to apply for and receive a Purchase Order upon a credit review and will not be unreasonably refused.

~~Current leased operators with holdback balances below \$2000.00 will have the deduction deferred over 6 months.~~

ARTICLE O/07 – OWNER OPERATOR ANNUAL LICENSES

Annual License renewal costs will be deducted over 6 months

ARTICLE O/09 – OWNER OPERATOR FUEL FACTOR

The mpg factor for 7/8 axle to be based on 5.0 mpg

The mpg factor for 5/6 axle to be based on 6.1 mpg

The fuel portion of the rate to be based on the Petro Canada card lock fuel prices in the location where Petro Canada is located (include Grande Prairie Branch 96 Condensate)

ARTICLE O/10 – YEARS OF SERVICE PREMIUM

The Company agrees to grandfather any Owner Operator who qualified for the years of service on or before December 31st, 2016.

- o Upon completion of 3 years of service and on or before the completion of 5 years of service – 2.5% of gross earnings to be paid on a quarterly basis.
- o After 5 years of service – 3% of gross earnings to be paid on a quarterly basis
- o Any employee hired after December 31st, 2013 will not be eligible for the years of service premiums.

ARTICLE O/11– TRAINING

When training another driver on product handling a premium of \$150 per day will be paid

ARTICLE O/12- TRUCK RENTAL

If an Owner Operator's truck becomes inoperable the Employer will allow the Owner to replace the unit on a short term basis (ie rental unit) and the employer will transfer the insurance for a short term basis.

ARTICLE O/13- GRANDFATHERED

Those lease operators that currently have multiple trucks and or drivers on their truck will be grandfathered with the # of units currently in operation.

GENERAL SECTION G

ARTICLE G1 – UNIFORMS

~~Upon proof of purchase the~~ The Company will ~~reimburse up to~~ provide uniform allowance vouchers with a value of up to ~~-\$350.00~~ per year to offset the ~~for the~~ cost of uniforms. ~~Employees and Owner Operator's must absorb the cost of all subsequent uniforms ordered for the year.~~ Employees and Owner Operators shall use the uniform allowance for work related gear and it shall consist of a minimum of:

- Two (2) pair of Black trousers
- Three (3) collared shirts with sleeves – Trimac embroidered on the left breast
- CSA Approved Work Boots

Payout cycle shall be January 1st to December 31st of each year.

ARTICLE G2 - SAFETY

The Company and the Association agree to cooperate in all matters of safety, including accident/incident investigations and safety meetings.

The Company agrees to supply and replace (with reasonable wear and tear) all required safety equipment with the exception of safety boots.

Drug and Alcohol Use Policy: The Company and the Association mutually endorse the Company's Substance Abuse Policy dated July 1, 2016.

ARTICLE G3 - WORK DOWNTURN

The association has the right to initiate discussion with the company regarding lay-offs during periods of hauling downturns.

ARTICLE G4 - NEGOTIATION PAY

The company agrees to pay the following for two (2) days for each contract renewal negotiation.

- a) Owner Operators- \$600.00 each day to a maximum of two (2) owner operators
- b) Employees - \$260.00 each day to a maximum of three (3) employees

ARTICLE G5 - SPECIAL HAULS & SPECIAL RATES

- o The Company and the Association may mutually agree to special rates from time to time, in the interest of acquiring or retaining business.
- o Fuel cards will be issued when required for specific hauls after review with Branch Manager.

ARTICLE G6 - REGIONAL BC PREMIUMS & OUT OF BRANCH WORK

- o All B.C miles to be paid at an additional 32 cents to Alberta base with the following exceptions:
 - o Ft. St. John to Ft Nelson + 37 cents to AB Base Rate
 - o Ft. Nelson to Yukon Border + 42 cents to AB rates
 - o North of Yukon Border + 45 cents to AB rates
 - o North Meziadin Jct + 10 cents to AB rate
 - o North of High Level + 12 cents to AB rates
 - o North of NWT Border +10 cents to High Level rates
 - o North of La Loche, SK + 10 cents to AB rates
 - o North of La Ronge, SK + 10 cents to AB rates
 - o Hwy 165 btw Beauval & Hwy 2 +10 cents to AB rates
- Hotels will be supplied for out of branch work for 2 days on reset.
- Off highway work will be paid at the hourly rate. Off highway work will be defined as follows:
 - o Roads other than primary or secondary roads outside of urban areas including: Ice, Winter Bush, Lease, Plant, Township, Range & Gravel Roads greater than 5 miles one way.

ARTICLE G7 – WAIT TIME

Wait time to be paid at the corresponding load/unload rate.

ARTICLE G8 – Proheat/Webasto

In consultation with the Association the Company will supply Proheat/Webasto for those Company Units that will be consistently working out of Branch overnight.

ARTICLE G9 – RANDOM DRUG/ALCOHOL & COMPANY MEDICALS

Random drug/Alcohol and company required medicals will be paid a four hour call out if scheduled on non-work day. Best efforts will be made to schedule these tests on regular work days.

ARTICLE G10 NOTICE

Any notice required to be given to the Company shall effectively be given when mailed to 225 Petroleum Way Sherwood Park AB, T8H 2G2 or by email and any notice required to be given to the Association shall be given when mailed to the Association Representative at PO Box 44180 Garside Edmonton AB T5V 1N6 or to the address given by the Representative in writing to the Company or by email

ARTICLE G11 DURATION OF AGREEMENT

This Agreement shall be effective from the 1st day of July unless altered or amended in the meantime by mutual consent of the parties hereto, until the 30th Day of June 2018 and shall be deemed to be renewed thereafter, unless written notice of the desire to change or amend any part of the Agreement is given by the Association or the Company not more than sixty (60) days and not less than thirty (30) days prior to the expiry date of any extended term thereof.

Campaign work – within thirty (30) days from the date of this agreement, the company and the association will meet to determine the pay framework that will cover each campaign. Adjustments can be made to the base rate and fuel component depending on the operating conditions and travel time of the campaign. Fuel cards will be provided as needed.

Within thirty (30) days after the receipt of such written notice or within such additional time as may mutually be agreed upon, representatives of both parties shall meet for the purpose of negotiations. During the period of such negotiations this Agreement shall remain in full force and effect.

SIGNED this 14 day of June, 2015-~~2016~~¹⁷ by the duly Authorized representatives of the parties:

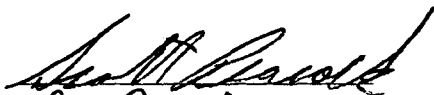
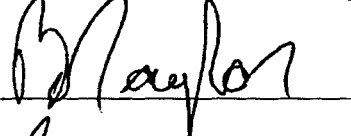
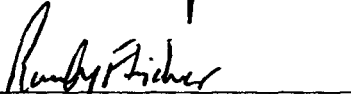
FOR THE Association:




Contract Term: June 30th, 2016 - June 30th, 2017

FOR THE Company:





Schedule A - Company Drivers

NORTHSTAR COMPANY DRIVER RATES - Branch 72

North Star Grande Prairie	
	30-Jun-16
MILEAGE:	\$ 0.4755 0.4731
B.C. MILEAGE:	\$ 0.5013 0.499
HOURLY	\$ 28.54 27.00
BUSH RATE:	\$ 30.77
OVERTIME:	\$ 14.28 13.50
TRAINING (hourly premium):	\$ 5.00

NORTHSTAR COMPANY DRIVER RATES - Branch 20, 72, and 96

	Hourly	O/T
	30-Jun-16	30-Jun-16
Five Axle	\$24.25	\$12.13
Six Axle	\$24.25	\$12.13
Trains	\$24.25	\$12.13

All trips within a 100 mile radius (200 mile return) of the city of Edmonton will be paid at the appropriate hourly rate.

Alberta Mileage Rates		Saskatchewan Mileage Rates		Manitoba Mileage Rates	
	30-Jun-16		30-Jun-16		30-Jun-16
Five Axle	\$0.4360 0.4338	Five Axle	\$0.4360 0.4338	Five Axle	\$0.4360 0.4338
Six Axle	\$0.4360	Six Axle	\$0.4360	Six Axle	\$0.4360

Contract Term: June 30th, 2016 - June 30th, 2017

	0.4338		0.4338		0.4338
Trains	\$0.4869 0.4845	Trains	\$0.4869 0.4845	Trains	\$0.4869 0.4845
North of High Level, AB		North of Prince Albert, SK		North of Swan River, MB	
	30-Jun-16		30-Jun-16		30-Jun-16
Five Axle	\$0.4549 0.4526	Five Axle	\$0.4549 0.4526	Five Axle	\$0.4555 0.4532
Six Axle	\$0.4549 0.4526	Six Axle	\$0.4549 0.4526	Six Axle	\$0.4555 0.4532
Trains	\$0.4903 0.4878	Trains	\$0.4903 0.4878	Trains	\$0.4903 0.4878
B.C. Mileage Rates		North of Ft. Nelson, B.C.		West of Hope, B.C.	
	30-Jun-16		30-Jun-16		30-Jun-16
Five Axle	\$0.4684 0.4661	Five Axle	\$0.5389 0.5362	Five Axle	\$0.5389 0.5362
Six Axle	\$0.4684 0.4661	Six Axle	\$0.5389 0.5362	Six Axle	\$0.5389 0.5362
Trains	\$0.5039 0.5014	Trains	\$0.5743 0.5714	Trains	\$0.5743 0.5714

Chemical Drivers: on trips over 500 miles (round trip) pay a flat rate of \$20.00 per 24 hours on the trip.

Local Hourly Work Time Rate: Local Edmonton work is defined as within a 25 mile radius of Edmonton City centre. City driver overtime will be paid after 9 hours per day and 60 hours per week.

Sleeper Team: Add 10 cents per mile split between drivers.

Training (when trainee is required to ride along): A training premium of \$5.00 per hour additional shall be paid for product stewardship, drive time and anytime instructed by operations.

Flat Rate to load (assist an untrained/uncertified driver): \$34.97

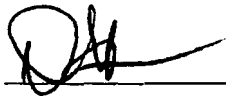
Contract Term: June 30th, 2016 - June 30th, 2017

Letter of Understanding
Between
Trimac Transportation Services Inc.
&
Northstar Employee Association

The parties hereby agree to the following

- The Company will eliminate all 3 week pay periods
- The company will reimburse the Owner Operators the WCB premium upon proof of payment and coverage.
- The company may at its option pay the WCB premium on behalf of Owner Operators.
- Owner Operators may have semi-annual inspections performed at the shop of their choice provided they have the company inspection report filled out.

For the Association



For the Company



Letter of Understanding

Between

Trimac Transportation Services Inc.

And


Northstar Employee Association

The Company and the Association hereby agrees that before dispatching any Company Drivers or Owner Operators a meeting will be held between the Company and the Association to agree on the following


- All new business will be negotiated at the time of the opportunity.

Signed this 14 day of JUNE, 2016 ^{DL}

For the Association



For the Company



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Letter of Understanding

Between

Trimac Transportation Services Inc.

And

Northstar Employee Association

The Company and the Association hereby agree to the following Short Haul Rates:

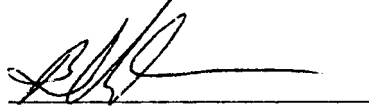
Site	Flat Rate
Athabasca	\$ 540.91
Barrhead	\$ 471.29
Edm East	\$ 296.80
Edm West	\$ 277.63
Ft Sask	\$ 326.26
Leduc	\$ 311.83
Mayerthorpe	\$ 508.79
Morinville	\$ 354.90
Onoway	\$ 382.20
Smokey Lake	\$ 435.68
Two Hills	\$ 481.60
Westlock	\$ 377.52
Wildwood	\$ 442.25
Whitecourt	- TBD

For the Association



A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line.

For the Company



A handwritten signature in black ink, consisting of a stylized 'L' followed by a horizontal line.

Letter of Understanding

Between

Trimac Transportation Services Inc.

And

Northstar Employee Association

As per the Memorandum of agreement dated June 15, 2016 the company will revert back to the rates that were in effect May 31, 2016 for both Company drivers and Owner Operators. These rates to become effective July 1, 2017.

For the Association



For the Company




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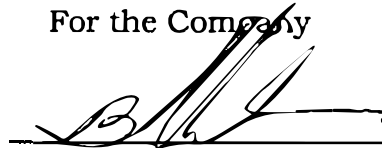
Letter of Understanding
Between
Trimac Transportation Services Inc.
And
Northstar Employee Association

Effective midnight June 30, 2017 the Safety Incentive will be terminated and rolled into the rates. Effective July 1, 2017 there will be an additional 2.0% added to the hourly and mileage rates for all Company Drivers and the equivalent of 1.5% of gross earnings to the hourly and base rates for all Owner Operators. The final safety incentive for the second quarter (April 1st to July 1st) will be paid on or before July 31, 2017.

For the Association



For the Company



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Memorandum of Agreement

Between

Trimac Transportation Services Inc.

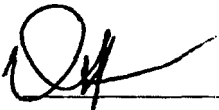
And

Northstar Employee Association

IN CAB CAMERAS

If the Employer installs in cab cameras in the trucks, they will only be mounted on the dash facing forward towards the road surface in front of the truck and will not be utilized for disciplinary purposes unless the driver is in violation of the Motor Vehicle Act.

For the Association



For the Company



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