

WESTERN CANADA MASTER LINEHAUL AGREEMENT

Articles of Agreement

This Agreement entered into this ____ Day of _____, 2021, shall be in force and effect as hereinafter particularly specified.

Between:

TST-CF EXPRESS
(hereinafter referred to as the "COMPANY")
OF THE FIRST PART,

And:

WESTERN CANADA COUNCIL OF TEAMSTERS
TEAMSTERS LOCAL UNION NO. 31
TEAMSTERS LOCAL UNION NO. 213
GENERAL TEAMSTERS LOCAL UNION NO. 362
TEAMSTERS UNION NO. 395
GENERAL TEAMSTERS UNION, LOCAL NO. 979
(hereinafter referred to as the "UNION")
OF THE SECOND PART.

JANUARY 1, 2021 – DECEMBER 31, 2025

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ARTICLE NO. 1.01 - SCOPE OF THIS AGREEMENT

This Agreement shall apply to all employees as enumerated. In all areas where the language in this agreement refers to the male gender such language shall also mean the female gender and no discrimination between the sexes is intended or implied.

ARTICLE NO. 1.02 - APPLICATION

All employees working for the Company as outlined in Article 2.01 A and as enumerated in the following Appendices hereto annexed and forming part of this Agreement:

Appendix "A"	Covers rates of pay for all Single-Man and Sleeper-Cab Drivers.
Appendix "B"	Covers Hours of Work, Overtime Provisions and Rates of Pay for all Short Line, City Pickup and Delivery Drivers, Dock Person, Mechanics and Maintenance Shop Crews in Alberta, Saskatchewan, Manitoba and the Northwest Territories.
Appendix "B-1"	Covers Vacation Provisions, Hours of Work, Overtime Provisions and Rates of Pay for all Short Line, City Pickup and Delivery Drivers, Dock Person, Mechanics and Maintenance Shop Crews in British Columbia and the Yukon Territory.
Appendix "C"	Covers Health and Welfare Plan Alberta, Saskatchewan, Manitoba, and the Northwest Territories.
Appendix "C-1"	Covers Health and Welfare Plan British Columbia and the Yukon Territory.
Appendix "D"	Covers Pay and Working Conditions for Regular Employees hired after November 3, 1987.

ARTICLE NO. 2.01 - UNION SECURITY

- A. The Company agrees to recognize the Union as the sole Collective Bargaining Agent for the employees of the Company for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area jurisdiction of this Agreement.
- B. It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate individually and collectively for the advancement of conditions
- C. The Union, as well as the Members thereof, agree at all times as fully as it may be within their power, to further the interests of the Trucking Industry.
- D. When additional employees are required within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend preferential hiring consideration to Teamsters Union Members who meet the Company's qualifications, requirements and who apply for employment.
- E. It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place in the cab of the vehicle or equipment they is operating. The said label to be of a size not in excess of three inches by four inches (3"x4"). Said label not to be attached to any glass area. Said label may be attached to the glass area provided the Company Safety Department agrees it will not obstruct vision.
- F. The Union and the Company will co-operate and participate in the implementation of the employment equity act.

ARTICLE NO. 2.02

It is agreed that as a condition of employment, each employee shall within seven (7) days of commencing employment hereunder, become and remain, a Member in good standing of the Union.

ARTICLE NO. 2.03

- A. Each new employee and Owner-Operator when hired by the Company, will be informed by the Company, that they are to sign an authorization card authorizing the Company to deduct from their earnings Union initiation fees, Union

dues and/or other assessorial charges as levied against them by the Union and so indicated on the monthly check-off lists as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the 15th day of each month following the month in which the deductions were made. Dues will be payable one month in advance.

- B. Authorization cards shall be furnished by the Union and shall be in accordance and as prescribed by the applicable Labor Relations Act.
- C. The Company shall furnish to the Union, a list of new employees and Owner-Operators taken into employment by the Company stating the initial date and location, within fourteen (14) days of their being hired and all such employees and Owner-Operators will be added to the current Check-off List. Owner-operators will be identified on such list.

ARTICLE NO. 2.04 - OWNER-OPERATORS

Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendices "A", "B" and "B-1", whether owned by or hired by the Company or leased to or by it or howsoever, shall be operated by employees of the Company, Members of the Union, unless:

- A. Such Owner (Lease) Operator becomes and remains a member of the Union in good standing and be bound by all Company rules and regulations the same as if they were a Company employee, and
- B. Receives equivalent wages and benefits as provided herein to employees of the Company. The Company shall also pay an agreed upon equipment rental as arranged between the Owner-Operator and the Company. The above provision may be paid in a composite mileage rate.

Note: (Whenever the term "Owner (Lease) Operator" is used in this Article, it means an Owner-Operator who drives their own equipment.)

- C. In no event shall there be more than one (1) Owner-Operator on a truck.
- D. In no event shall the number of linehaul Owner operated power units exceed a ratio of forty percent (40%) of the Company's linehaul power units domiciled at each branch. Exception being when the increase of equipment is on a short-term basis of not more than three (3) months duration. The Company will advise the Union of such Short Term Lease. This Term Lease may be extended as agreed between the parties.

In the event the Company reduces the number of highway units within a Branch, the Owner-Operator units shall be the first laid off.

Where Owner-Operators and Company Linehaul Drivers work out of the same Terminal, they shall be dispatched in accordance with written local agreed dispatch rules. Company Drivers' trips will not be infringed upon by the extension of Owner-Operator trips beyond the original dispatch point unless there are no Company employees available. However, the Owner-Operator may be turned back to their origin point after their proper rest period. Owner-Operators will not be used in a manner that will cause a layoff of Company equipment and/or Company Line Drivers.

The "Branch" as referred to in this Article shall mean within the Local Union's jurisdiction.

- E. Replacing of over-the-road equipment for any reason will be guided by the principle that a Company unit will be replaced by a Company unit and a Lease unit may be replaced by another Lease unit, or, at the Company's option, a Company unit.
- F. The Company will not use Owner-Operators in City P&D work where the Company maintains an established Terminal. However, the Company may utilize rented or Dry Lease City Pickup and Delivery equipment provided it is operated by Company employees covered under the conditions of this Agreement, and does not have the effect of reducing the number of P&D equipment at that Terminal. Payment for truck rental or Dry Lease equipment to be paid by separate cheque.

This clause will not apply to agency points where the volume of freight will not maintain Terminal services.

ARTICLE NO. 2.05

- A. Provided Article 2.04 is complied with, the company may use:
- i. Single Trip Lease
 - ii. The Company will not hire outside Cartage or Drayage to commence work between 0001 hours and 0900 hours at those locations where the Company maintains a Terminal and a City P & D Fleet. However, at those terminals, whereby all drivers commence work prior to 0900 hours, hired drayage or cartage may commence work at the same time as the last driver commences their driving duties.
 - iii. Equipment or employees they deem necessary in retrieving wrecks, road failures or road tests.
 - iv. As provided in i and ii, the Company will give preference to Union Carriers or Operators when they are available. List of current Union Carriers to be supplied to the Company annually.
- B. Except as otherwise herein provided, all storing and handling of merchandise and other goods, or materials, including containers, shall be carried on by employees of the Company, Members of the Union where such work is under the control of the Company.
- C. In the event the Company introduces or extends piggyback operations over those presently in effect, it is agreed that none of the Line Drivers employed by the Company in the area affected will be laid off from the Linehaul operations as a direct result of the introduction or extension of piggyback operations.
- D. The Company shall not sell or lease equipment, which has the effect of evading the terms of this Agreement.
- E. For clarification purposes of Articles 2.04 and 2.05, the Company agrees that they will not contract out any work that is currently being performed by bargaining unit members which would have the effect of causing a lay-off.

ARTICLE NO. 2.06 - PROBATIONARY PERIOD

All newly hired employees for regular employment shall be considered as probationary employees for the first sixty (60) calendar days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. However, such employee will not be laid off or discharged for the purpose of forcing an additional probationary period.

An employee shall be classed as a Regular Employee of the Company when:

- i. They have completed their probationary period.
- ii. They make themselves available for full time employment or as they may be needed.
- iii. They have no other outside employment which will in any manner interfere or reflect upon their employment with the Company.
- iv. They have fully qualified in regards to the Company-approved Physical Examination or other normal Company requirements.

ARTICLE NO. 2.07 A - PART-TIME EMPLOYEES

1. All persons employed to supplement the regular hourly work force to provide additional help on an incidental basis to cover peak work periods shall be classified as Part-time Employees.
2. Upon completion of one hundred and twenty (120) hours work within any thirty (30) calendar days, an employee shall become a Regular Employee and shall be entitled to all rights and privileges of this Agreement. Their Seniority shall be calculated from the first day of that thirty (30) calendar day period.
3. A Part-time Employee shall:

- i. Be carried on a Part-time Roster and where practicable shall be called into work according to their position on the Roster.
- Where an employee has outside gainful employment, they shall not be carried on the Part-time Roster ahead of an employee who has no outside gainful employment.
- ii. Be given first opportunity to qualify as Regular Employees as openings become available and will then be placed at the bottom of the Regular Employee's Seniority List providing they meet all Company qualifications and requirements.
 - iii. Not drive trucks or other mobile equipment.
 - iv. Be allowed to operate forklifts and freight handling equipment.
 - v. Not be called in to work outside an established shift if Regular Employees are available and willing to accept that work.

ARTICLE NO. 2.07 B - PART-TIME WORK

- 1. Part-time employees or hired cartage will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shifts.
- 2. If a regular employee is informed before their quitting time that there is no work available for them on their next shift, there shall be no part-time employees worked on their shift on that day they are laid off. This principle may be advanced on a daily basis.
- 3. With the exception of "Call As Required" employees as provided in Appendix "B", Section 1.(d) and Appendix "B-1", Section 2.(b), any regular employee who is not required on their regular shift on a daily basis shall be given the opportunity of performing available part-time work, for which they are qualified, and shall be entitled to eight (8) hours work and/or pay.

ARTICLE NO. 2.07 C - PART-TIME EMPLOYEES' GUARANTEE – AB / SASKATCHEWAN / MANITOBA

- 1. When a part-time Terminal or Maintenance Shop employee is called and reports for duty, they shall be guaranteed a minimum of four (4) hours work and/or pay.
- 2. Part-time employees shall be entitled to two (2) days off in each week. Overtime provisions to be applicable on any hours worked on the days in excess of five (5) days in a week, for hours in excess of eight (8) hours in a day, and for work on a General Holiday.
- 3. There shall be no more than two (2) posted starting periods per day in each Terminal for part-time employees. The starting periods shall be negotiated at Terminal level and will cover a time span of two (2) hours each.
- 4. Work performed on Saturdays and Sundays shall be on a ratio not to exceed two (2) part-time employees to one (1) regular employee.

ARTICLE NO. 2.07 D - "PART-TIME" EMPLOYEES - BRITISH COLUMBIA & YUKON

- 1. "Part-time" Employees shall be interpreted as those persons employed to supplement the regular work force to provide additional help on an incidental basis. Part-time employees will be subject to all the terms and conditions provided in this Agreement, save and except as herein expressly provided.
- 2. When a part-time Terminal or Maintenance Shop employee is called and reports for duty, they shall be guaranteed a minimum of four (4) hours work and/or pay.
- 3. Where the Union has an established Hiring Hall, the Company shall first call the Union Hiring Hall to supply the required part-time help. In the event employees cannot be supplied through the Union Hiring Hall or in areas where there is no Hiring Hall, the Company may call part-time employees in this order:

In seniority order from the Company's posted part-time employee roster.

Students, if available.

Other sources who shall not have full-time employment elsewhere.

The Company will be responsible to ensure every part-time employee not sent from the Union Hiring Hall must become a member of the Union.

4. Upon completion of one hundred and twenty (120) hours of work within any thirty (30) calendar days, a part-time employee shall become a regular employee and shall be entitled to all rights and privileges of this Agreement and their seniority shall be calculated from the first day of that thirty (30) calendar day period.
5. In each Terminal, for Part-time employees, there shall be no more than two (2) posted starting periods per day, and they will cover a time span of two (2) hours each, they will be the same for each day of the week. (eg. 0500 to 0700 Monday-Saturday 1st period, and 1700-1900 Monday-Saturday 2nd period). The starting period shall be negotiated at the Terminal level. Part-time employees will not start a shift between 2200 hrs. Saturday and 2359 hrs. Sunday.

All Part-time employees in the Vancouver Terminal shall commence their shift at the same time within the designated two (2) posted starting periods per day.

Part-time Employees will not work on a General Holiday

Work performed on Saturdays shall be on a ratio not to exceed two (2) part-time employees to one (1) regular employee.

Regular employees who are not required on a daily basis will be given the first opportunity to perform any work that is available.

ARTICLE NO. 2.08 - WORKING AGENTS

- A. Working Agent at small and/or remote Company maintained Terminals shall be considered as such:
 - i. They shall be an employee of the Company.
 - ii. They shall be used by the Company only at such small and/or remote locations where the Company's volume will not support, and the Company does not employ more than four (4) employees including the Working Agent.
 - iii. Where the volume increases to the point where the Company employs more than four (4) employees, the Working Agent shall no longer be subject to the terms contained within this article.

Should volumes reduce at such location to the point where the Company does not require more than four (4) employees, a Working Agent shall not be put in place while any of the employees at that location are on layoff and subject to recall. Should the conditions in (i) and (ii) above prevail an employee can be designated as a Working Agent.
 - iv. They shall be a member of the Union, but otherwise excluded under the terms and conditions of this Agreement except that the monthly or annual remuneration or benefits to them by the Company shall be in an amount resulting in not less than they would otherwise receive under the terms of this Agreement.

ARTICLE NO. 2.09

At points where the Company does not have a Terminal, the Company may utilize the services of an Agency to handle freight at those points.

Any such Agency that is established or any such Agency that is replaced after January 1, 1981, the Company will give preference to a member of the Teamsters Union or a Company whose employees are members of the Teamsters Union where such member or Company is available to act as an Agency at that point.

ARTICLE NO. 2.10

The necessity of the classification of a Lead Person (Chargehand) shall be at the discretion of the Company and they shall be a regular employee who shall direct the work of the others while performing the same work themselves. They shall not have the authority to directly hire, fire, suspend or discipline employees.

They shall be a member of the Union.

Seniority in the unit shall prevail for layoff purposes or shift discontinuance.

Where the Company designates that a Lead Person (Chargehand) is required, a bid will be posted and the position will be filled with a qualified person that applies for the position. An employee who wishes to receive training to qualify for a Lead Person (Chargehand) position can request such training in writing to the Company.

The Company shall have full discretion in the selection of the Lead Person (Chargehand), however, when qualifications are equal in every respect, the most senior employee will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

ARTICLE NO. 2.11

Supervisors and other employees of the Company outside the scope of this Agreement shall not perform the regular duties of employees within the Bargaining Unit.

ARTICLE NO. 3.01 - MANAGEMENT RIGHTS

- A. The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- B. The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- C. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its Terminals, operations, properties or any of its parts thereof. However, the Company will provide thirty (30) days advance notice if possible to the directly affected employees and the Union of a Terminal closure or re-domiciling of a Linehaul Driver unit.

ARTICLE NO. 4.01 - GENERAL CONDITIONS

- A. 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.
- B. An employee will receive a copy of any Written Reprimand or Warning Letter placed on their file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated or if such written reprimands or warning letters are more than twelve (12) months old.
- C. The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to grievance procedures except as otherwise provided herein.
- D. The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

The Union shall supply the Company Labour Relations Department on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

E. Authorized Agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working schedule.

F. This Agreement shall be binding upon the Parties hereto or their successors, Administrators, Executors and assigns.

In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof, shall, without recourse to the vending company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

G. Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed Terminals, plug-in outlets where necessary, and car parking space will be made available to regular employees.

H. **All meetings, training or other activities to which an employee is required to attend or online training to be completed and said time shall be paid at the applicable rate of pay. Employees who complete this online training at home will be paid at their current straight time hourly rate for time to complete the program. Employees may request to complete the training programs in the Terminal and will be paid at their applicable rate of pay.**

ARTICLE NO. 4.02 - CONSTRUCTION SITE EMPLOYMENT

In the event that the Company should require any employee covered by this Agreement to engage in work on construction in the confines of a construction site coming within the jurisdiction of another Agreement which has established more favorable wage rates than those herein contained, such employees shall be entitled to be paid at the more favorable wage rate while they are so engaged.

ARTICLE NO. 4.03 - HEALTH AND WELFARE PROTECTION

When an employee goes off work ill, or on compensation or a grievance is invoked on their discharge, the Company shall continue to pay both their Health and Welfare premiums and Union dues so that the employee shall be protected to the utmost, provided:

- i. The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears, and,
- ii The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

In the event of an employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.

When an employee returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect of their contributions.

In the event an employee does not return to work and the employee refuses or neglects on demand at their last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

ARTICLE NO. 4.04 - BEREAVEMENT LEAVE

Regular Employees shall have Bereavement Leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request:

- 1) Bereavement Leave for the three (3) working days immediately following the day of death and in the event the funeral is held on an employee's regular workday other than the three (3) working days as stated above, the employee will be granted upon request, paid leave on that day to attend the funeral to a max of four (4) days, OR
- 2) Bereavement leave for three (3) consecutive working days within a fourteen (14) calendar day period following the day of death. Should the funeral occur outside these three (3) working days, funeral leave will be granted unpaid.

Should the Employee be required to travel in excess of six hundred kilometers (600km) round trip to attend funeral services, the Employee shall be compensated for a fourth (4th) day at their regular straight time hourly rate for hours lost from their regular schedule. The maximum bereavement leave shall not exceed four (4) days regardless of Option 1 or 2.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, stepsons, stepdaughters, grandchildren, employee's grandfather or grandmother and the employee's spouse's grandfather or grandmother.

Stepfather and stepmother will be recognized provided such stepfather or stepmother had the status of the employee's father or mother.

Note: (The "spouse" of the employee shall be defined as the spouse on record with the Company's Personnel Department.)

Subject to the foregoing, Line Drivers shall be compensated for hours lost at the work time rate. This shall not exceed ten (10) hours per day.

The Company requires an employee to provide proof of death of a member of the employee's family for which they are claiming Bereavement Leave. Such proof will include place, time and date of death.

ARTICLE NO. 4.05 - JURY DUTY

Any regular full time employee who is required to perform Jury Duty, or is required to appear as a Witness in a Court action resulting from an incident which directly involved the employee and the Company during the employee's regular work day or is required to appear as a witness in a court action resulting from an incident which the employee has or had no personal or vested interest, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or Witness Fee, at their regular straight time hourly rate of pay for their regular scheduled hours of work. Regular full-time Line Drivers will be reimbursed by the Company based on the number of missed trips resulting from the Jury duty or court action.

Upon notification of being required to appear for Jury Duty or Witness attendance, the employee will advise the Company and arrangements for the employee's absence to attend which is suitable to both the Company and the employee, will be made at that time.

It is understood that such reimbursement shall not exceed eight (8) hours per day and shall not exceed forty (40) hours per week for hourly paid employees. For Line Drivers, the maximum reimbursement shall not exceed ten (10) hours per day and shall not exceed fifty (50) hours per week.

The employee will be required to furnish proof of Jury service or Witness attendance and Jury Duty Pay or Witness Fee received. An employee on Jury Duty, or called as a Witness, shall, subject to this provision, make themselves available for work before or after being required for such duty whenever practicable. Any employee on jury duty, or called as a witness, or called for jury duty selection, shall, subject to this provision, make themselves available for work provided the witness duty, jury duty selection or jury duty performed on any given day allows them time to report for work before their regular shift is completed. In any case, the employee will be allowed eight (8) free hours before being required to attend for jury duty, jury selection or witness. If and when the employee is required to appear as a witness, perform jury duty or appear for jury selection and those functions take a full day, the employee will not be required to report for duty until having had a full eight (8) hours off duty.

ARTICLE NO. 4.06 - DRIVER TRAINING

When by mutual agreement between the Company and the Union there is a need to train inexperienced people to fill driving positions in the company, such program and compensation shall be by mutual agreement between that Local Union and the Company.

If the Company requests the Driver to upgrade their License, the appropriate equipment will be provided for test purposes and the Driver will receive their regular rate of pay during the test period.

If a Driver requests appropriate equipment for test purposes to upgrade their License or for License renewal, it shall be provided by the Company if and when available.

ARTICLE NO. 4.07 - PHYSICAL EXAMINATION

- A. If the Company requires that job applicants have a physical examination, such examination shall be made by the Doctor chosen by the Company and the cost of such examination shall be borne by the Company.
- B. Drivers who have completed one (1) or more years of employment with the Company and who are required to take Government physical or I.C.C. Medical Examinations for the purpose of their Vehicle Operator's License, will provide the Company with proof of pass or fail. The Company will then reimburse the Driver the cost of such physical examination upon presentation of proof of payment. This provision will also apply to any employee who is required to maintain a valid Vehicle Operator's license.
- C. Any Company-requested physical or medical examinations after the date of employment shall be properly complied with by all employees, providing however, that the Company shall pay for such physical or medical examination and for any time lost as a result thereof during their normal working hours.

Should a Linehaul Driver be required to take a medical examination outside their regular hours of work, they shall be compensated for two (2) hours at the straight time rate of pay.

- D. Any employee who fails to pass a Company Physical Examination may at their option have their case reviewed in the following manner:
 - i. They may employ a qualified Medical Examiner of their own choosing and at their own expense for the purpose of obtaining a second physical examination report.
 - ii. A copy of the findings of the Medical Examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the Medical Examiner employed by the Company, no further medical review of the case will be afforded.
 - iii. In the event that the findings of the Medical Examiner chosen by the employee disagrees with the findings of the Medical Examiner employed by the Company, the Company will, at the written request of the employee, agree upon and appoint within five (5) days a third qualified Medical Examiner, preferably a Doctor specializing in the ailment claimed, for the purpose of making a further Medical Examination of the employee.
- E. The decision of the Medical Specialist shall be final and binding on the parties involved and the employee shall not suffer loss of wages if the decision of the Medical Specialist is in favor of the employee and the employee is fit to return to their former classification.

Hourly paid employees will be compensated at the rate of eight (8) hours per day with a maximum of forty (40) hours per week. For Line Drivers, the compensation shall be at the rate of ten (10) hours per day with a maximum of fifty (50) hours per week.

- F. The expense of employing a disinterested Medical Examiner shall be borne half by the Union and half by the Company. Copies of such Medical Examiner's report shall be furnished to the Company and to the employee.

ARTICLE NO. 5.01 - SENIORITY

- A. The principle of Seniority shall be maintained in the reduction and restoration of the working force, providing the senior person is capable of performing the remaining job.
- B. Any employee wishing to transfer from one unit to another will make application to the Company in writing and will be given preference over a new applicant provided they can meet the Company qualifications.

When an employee transfers from one unit to another unit, they may retain their Seniority in their former unit for a maximum of thirty (30) calendar days.

In the event the specific job that the employee transfers to is discontinued within one hundred and eighty (180) calendar days and there is no alternate work in the unit for such employee, they may return to their former unit and maintain their previous Seniority status in that unit. This proviso does not apply to a layoff for lack of work and is restricted specifically to a job discontinuance.

ARTICLE NO. 5.02

A. On the Linehaul, Seniority shall prevail for the purpose of bidding, but there shall be no job bumping privileges except as provided in ii. and iii. immediately following:

- i All new runs or vacancies on existing runs are subject to Seniority and shall be posted in a conspicuous place for seven (7) days for bids.
- ii In the event the Company discontinues a bid run or curtails the number of power units on a bid run for an indefinite period of time, the Driver reduction on such run will be by Seniority order with the least senior Driver being the first affected. Written notice of such discontinued bid run or curtailment of power units and the affected driver(s) shall be posted for seven (7) days. The Drivers laid off their bid run may under this condition bump an employee with less Seniority off another bid run with the linehaul unit.

In the event the bid run discontinuance or curtailment is for a period of less than sixty (60) calendar days, the Drivers shall return to their original runs as work becomes available. If the discontinuance or curtailment is for a period in excess of sixty (60) calendar days, the runs shall be considered as new runs and subject to the bidding procedures as they become available.

The bump as described herein must be made by the line driver, whose run has been discontinued, within seven (7) days of the date such run discontinuance is posted. Failure to comply with this time limit will disallow the bumping privileges.

B. In the City or Maintenance Shop work, all vacancies will be posted for forty-eight (48) hours for bids. Seniority shall prevail for shift preferential, new jobs or vacancies provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance, the senior employees may exercise their Seniority over junior employees in the same unit and be placed on a shift of their choice. The senior employees exercising the bump must advise the Company within forty-eight (48) hours as to which shift that they are bumping to. Failure to exercise this bumping privilege within the forty-eight (48) hours will disallow the bump. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

In the event the layoff or shift discontinuance is for a period of less than thirty (30) calendar days the employees affected must resume their normal shifts as work becomes available. However, if the layoff or shift discontinuance is for a period in excess of thirty (30) calendar days, the shift openings shall be considered new jobs as they become available and subject to posting and bidding as provided herein.

C. In all bids referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when they return, they will be given an opportunity to bid or bump. If senior bidders are not assigned, the reasons thereto will be given to such senior employees.

D. In the event none of the regular employees excluded from the call as required proviso bid the posted shift, the Company will designate that shift to the senior qualified call as required employee who bids for that shift or if there are no bidders such bid shall be assigned to the junior call as required employee. Upon assignment of the bid, such employee will be removed from call as required status.

E. Where there is a temporary absence of an employee for reasons other than vacation on a regular shift, and the Company is advised in writing by the employee or their doctor that the absence will be in excess of twenty-one (21)

calendar days or whereby twenty-one (21) calendar days of absence have occurred, the Company will then post this shift for bid as a temporary absence.

When the absent employee returns to work, all the employees who changed position due to the bidding process created by the temporary absence will return to the position held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.

ARTICLE NO. 5.03

In all Provinces and Territories, Seniority shall be by Terminal Unit and three (3) separate groups or units for Seniority purposes shall be recognized.

- Unit #1 - Line Drivers who work on a mileage basis.
- Unit #2 - Hourly paid workers such as Short Line, City Pickup and Delivery Drivers, established Hostlers, Dock Persons and Helpers. The Seniority for City Pickup and Delivery Drivers that are used to supplement the linehaul shall remain in the Terminal Seniority group.
- Unit #3 - Mechanics and Shop employees.

ARTICLE NO. 5.04

The Company will post and maintain Seniority Listings for each Terminal Unit. Such up-to-date listings will be posted as of June 1st and December 1st of each year. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department.

Any employee wishing to protest their Seniority date must do so by formally reducing their protest to writing and submitting same to their Supervisor and the Union within thirty (30) days of the posting of the Seniority List on which their name first appears.

Lists will be made up as follows:

- i. For Line Drivers - A Master Seniority List made up of all Line Drivers by Terminal Unit.
- ii For Terminals - That Terminal's Master Seniority List which will include all Short Line, City Pickup and Delivery Drivers and Dock Persons.
- iii For Shop employees: - That Shop's Master Seniority List which will include all that Shop's hourly paid contractual employees.

Each Seniority List will contain the name of the employee and the official date they became employed as a Regular Employee of that unit.

ARTICLE NO. 5.05 - LAYOFF PROCEDURES

- A. When an employee is laid off for lack of work, then according to Seniority, they will have the right to fill, if qualified, any position which is open in one of the other two (2) classifications of employees (units). However, they must return to their initial unit when work there is available. Each employee filling such position shall take Seniority position in the new unit as if they were newly hired.
- B. Any employee laid off for lack of work shall be placed on a recall list in accordance with the following schedule:
 - i. Employees who have completed their probationary period up to five (5) years of continuous service with the Company in one or more of the seniority units at time of last layoff - twelve (12) months.
 - ii Employees with five (5) or more years of continuous service with the Company in one or more of the seniority units at time of last layoff - eighteen (18) months.

Employees on layoff who are not recalled to work before the expiry date of the recall period shall be removed from

the Seniority Lists and will be terminated from the employ of the Company. The Company shall be under no further obligation to such persons, except in the case where the layoff is a direct result of a labour dispute involving another company, in which case seniority will be carried for twelve (12) months and termination of employment will be effective at the expiration of the twelve (12) months for such employees.

C. Employees recalled to work following a layoff shall be informed in writing, by registered mail or courier and they will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes of address or telephone number.

D. In the event the Company has occasion to recall laid off employees, the recall shall proceed in Seniority order as provided in Article No. 5.01 A. However, should the Company have immediate need for additional manpower for a single shift or trip when there are employees on layoff, employees may be recalled to provide that immediate need on the basis of availability provided an attempt is made to contact the most Senior Employee first.

Should the Senior Employee be unavailable or unable to report for the available work, the Company may call in less senior qualified employees that are on layoff to perform that work.

Should the work described in this Article be of a continuous nature, recall notice will be given as provided in Article No. 5.05 C.

In each instance where a Senior employee is not available for recall for immediate single shift or single trip work for the purpose of recall periods, it shall be deemed that they were. The junior employee who performs the work shall not begin a new recall period for performing this type of single shift or single trip work.

E. Should the Company require layoffs, qualified senior employees in the same job classification, may request in writing to take the layoff on a voluntary basis. The Company will post all available layoffs within forty-eight (48) hours of the layoff(s) occurring.

Any employee choosing the voluntary layoff and who would like to return to work must provide the Company a minimum of fourteen (14) days' notice.

Voluntary layoffs cannot exceed one hundred and twenty (120) days. Upon their return, the employee shall return to their prior position providing the position has not been discontinued.

F. In the event of a terminal closure, partial closure, or the expiration of a recall period that results in the termination of employment of an employee, the Company agrees to pay such employee regardless of age, severance as stipulated in Section 235(1) (a) and (b) of the Canada Labor Code or a minimum of three (3) days severance per completed year of service.

ARTICLE NO. 5.06 - TRANSFER DUE TO HEALTH REASONS

An employee, because of health reasons, must seek work in another seniority unit, and if qualified for such work in the new unit, shall be allowed to use their seniority in their present unit to bump into the new unit. Such employee, who has been medically certified unable to work in their present seniority unit and has bumped into another seniority unit, shall be given seniority status in the new unit from their last date of hire in the Company.

An employee may only exercise such bumping option, outlined above, only once within the employee's history with the Company.

ARTICLE NO. 5.07 - TERMINATION OF SENIORITY

Seniority once established for an employee shall be forfeited and their employment terminated under the following conditions:

A. If they voluntarily quit.

B. If they are discharged for proper cause

C. If they fail to report for duty after a layoff in accordance with Article No. 5.05 C.

D. In accordance with Article No. 5.05 B.

ARTICLE NO. 6.01 - LEAVE OF ABSENCE

- A. When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leave, the employee shall retain and accrue Seniority only.
- B. Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the company and the Union (in writing) and Seniority will accrue during such extensions.
- C. Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit their Seniority rights and their name will be stricken from the Seniority List and they will no longer be considered an employee of the Company.
- D. An employee requesting a leave of absence for compassionate reasons will be given special consideration and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will be subject to disciplinary action.
- E. Employees who suffer the loss of their drivers' license for non-medical reasons shall be allowed, upon written request to the Company, the opportunity to take a Leave of Absence for a period not to exceed fifteen (15) months. Such employee shall be allowed to bid, according to their seniority, a vacant position within their seniority unit. The employee may only take advantage of this Section once while in the employ of the Company.
- F. The Company shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off.
- G. An employee who goes to work for the Local Union which represents the employees in their bargaining unit, may apply for a leave of absence from the Company, for a period not to exceed ninety (90) days. Such leave will not be unduly withheld and when granted, the Company will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave. At the expiration of the ninety (90) calendar days, the employee must return to their former position or relinquish all seniority rights with the Company.

ARTICLE NO. 6.02

- A. An employee may receive a leave of absence from the bargaining unit covered by this agreement to take a position within the Company which is beyond the sphere of the bargaining unit for a period of up to ninety (90) calendar days. Requests for such leave must be made in writing to the Company with a copy to the Union. When such leaves are granted by the Company they shall be granted in writing with a copy to the Union. Under such leaves the employee will retain their seniority for a maximum of ninety (90) calendar days within their former unit.

Employees who have been granted such leave of absence must remain a Member of the Union and be covered by the Health and Welfare Plan provided in this Agreement for the duration of such leave.

When an employee receives such leave of absence, a notice will be posted on the Terminal bulletin board advising the effective dates of such leave.

- B. At the end of this period of ninety (90) calendar days, the employee must exercise their Seniority rights by returning to their former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, they must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

ARTICLE NO. 7.01 - SAFETY CONDITIONS

- A. Maintenance of Equipment.
- i. It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition.
 - ii. The Company will not require employees to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the Law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).
 - iii. Employees shall not be required to operate mobile equipment which is restricted to Terminal or Terminal Yard operations that is in such a state of disrepair as to endanger the operators or other personnel working in the area.
- B. It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly, but no later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour. A copy of the aforesaid report will be made available to the employee on request.
- C. It shall be the obligation of the Company to so inform the employee as to which Supervisor to whom such reports on such equipment will be made in the Division or area of operation.
- D. It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.
- In the event the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.
- E. It shall be the duty of the maintenance shop employees to perform their duties efficiently and as instructed in such a manner those repairs having been made do correct the safety and/or mechanical defect.
- F. In order to provide adequate vision front and rear, trucks and tractors will be equipped with heater and mirrors. Said mirrors to be of a size not less than six inches by twelve inches (6" x 12") or the equivalent. All newly purchased highway tractors will have heated mirrors. All newly purchased trucks and tractors shall have heated defrosters.
- G. Bunks in new tractors for use in sleeper-cab operation and ordered by the Company after the signing date of this Agreement, will be not less than forty-two inches (42") wide.
- H. The Company shall not require employees to double deck trailers at night in an area without proper lighting. At Terminal installations there shall be not less than two (2) employees involved when:
- i. Double decking trailers.
 - ii. Tarping the top of a set-up stake and rack trailer.
 - iii. When an employee requires assistance for setting up stake and rack trailer.
- I. Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle. Such equipment will be made available by the Company.
- J. All rear-end steering dolly equipment shall have communications to the Operator on the tractor and be equipped with heaters.
- K. All Linehaul power shall have a compartment for storing tools in a safe location on that equipment.
- L. The Company will not use gasoline powered forklifts inside its Terminals or into enclosed trailers.
- M. All Terminal docks shall be equipped with safe, properly anchored loading plates.

- N. Truck and trailer bodies shall have installed steps or devices to allow reasonable access to the body. (I.C.C. rear bumpers and stirrup steps for side doors on over-the-road line equipment shall be considered as reasonable access.)
- O. All new City P & D units acquired after the date of ratification shall be equipped with operating air conditioning.

ARTICLE NO. 7.02

- A. Wherever possible, the Company agrees to maintain at its Terminal or Maintenance Shops, clean, sanitary washrooms having hot and cold running water with toilet facilities available to Terminal and Shop employees and Line Drivers.
- B. The Company shall provide clean and adequate lunchrooms properly ventilated for its employees at its Terminals where such lunchrooms would be used by employees. It shall be the responsibility of the employees using these facilities to leave them in a neat, clean and orderly condition.
- C. All new Terminals constructed after the effective date of this Agreement will have all inside work areas heated.

ARTICLE NO. 7.03

The Company shall provide First Aid provisions in accordance with the applicable Occupational Health and Safety Act.

ARTICLE NO. 8.01 - PAY AND WORK CONDITIONS

- A. All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
- B. Pay time shall be computed from the time designated when the employee is ordered to report for duty or registers in, whichever is the later, until they are effectively released from duty.
- C. When an employee meets with a personal injury while on duty which prevents them from completing their shift and the injury requires medical care, the employee will be compensated for the full shift on that day.
- D. The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- E. Hours of work and rates of remuneration are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.

ARTICLE NO. 8.02 – PAY STATEMENTS

- A. All regular employees covered by this Agreement shall be paid not less frequently than on every other Thursday at the end of the shift which starts on that day, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.
- B. The Company shall provide each employee covered by this Agreement with an itemized **pay** statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours worked, the total wages applicable and all deductions made from the gross amount of wages.

Copies of processed pay claims for Line Drivers will be supplied to the Line Drivers with their pay with explanation of any alterations. Copies of hourly paid employees' time cards will be retained at the employee's place of employment and will be made available for scrutiny in the event of a disagreement in regard to their pay. Explanation of any alterations made to said time cards will be attached to the altered time card.

- C. An employee on annual vacation shall receive their vacation pay as part of the regular company pay cycle, in accordance with Article No. 9.02 of this Agreement.

However, if their vacation time is not posted or if they change their vacation to a time other than that which is posted, it will be required that the employee provide at least two (2) weeks' notice prior to leaving on vacation if they are to receive vacation pay in advance. Failing this, they will receive their vacation pay on the first (1st) regular payday following their return to work.

- D. The Company shall provide each employee with a computation of vacation pay accrued not less than once annually. Said computation to be available to the employee within thirty (30) days after completing each year's service for vacation purposes.

ARTICLE NO. 8.03

If an error occurs in the payroll computation of an employee's pay and the amount is equal to one day's pay or more, they shall be entitled on request to receive same as soon as practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes their time card or pay claim, or does not turn them in immediately on completion of trip or tour, any pay so affected will be included with the next regular pay period.

ARTICLE NO. 8.04

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions during the term of this Agreement.

ARTICLE NO. 8.05

Regular hourly paid employees excluding "Call as Required" employees as provided in Appendix "B", Section 1.(d) and Appendix "B-1", Section 2.(b) shall be notified before quitting time if they will not be required to work their next regular day.

ARTICLE NO. 8.06

With the exception of "Call as Required" employees as provided in Appendix "B", Section 1.(d) and the "Unassigned Call as Required" employees in Appendix "B-1", Section 2.(b), when a regular Terminal or Maintenance Shop employee is called and reports for duty on their regular scheduled work day, they shall be guaranteed a minimum of eight (8) hours work and/or pay from their regular scheduled starting time.

ARTICLE NO. 8.07

When an employee from a higher rated classification is required to work temporarily or until re-classified at a lower rated classification, they shall continue to be paid at the rate paid for the higher rated classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher rated classification, they shall be paid for the entire day at the higher rated classification.

ARTICLE NO. 8.08 – SPLIT SHIFTS

There shall be no "split shifts" and the hourly paid regular employee's work week must be designated to them on the last day of the preceding work week. An employee shall have the same starting time for each day of the week, Monday through Friday except for those employees working under the "Call as Required" provisions of Appendix "B" Section 1.(d) and Appendix "B-1" Section 2.(b).

In the event of failure to post or give such notice, it shall be presumed that the time of their shift for the following shall be the same as the current week. Any hours worked prior to their regular starting time or after their regular quitting time shall be paid for at the overtime rate in excess of eight (8) hours in that day.

ARTICLE NO. 8.09 - MEAL PERIODS

- A. Hourly rated employees shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour in any one (1) day. No employee shall be required to take more than a thirty (30) minute meal period except when instructed to take one (1) hour between 1200 hours and 1300 hours.

When a City Pickup and Delivery Driver is instructed to stay with their equipment in a lineup waiting to load or unload during their lunch period, such time shall not be deducted from their total hours worked in that day.

- B. No employee shall be compelled to take their lunch period before they have been on duty three and one-half (3 ½) hours or after they have been on duty five (5) hours.

An employee working the four-ten hour shift schedule shall not be compelled to take their lunch period before they have been on duty four and one-half (4 ½) hours or after they have been on duty six (6) hours.

ARTICLE NO. 8.10 - BREAKS

An hourly rated employee shall be entitled to one (1) break not in excess of fifteen (15) minutes during the first half and second half of any shift. Hourly rated employees working the four-ten hour shift schedule shall be entitled to one (1) break not in excess of twenty (20) minutes during both the first half and second half of such four-ten hour shift.

When an hourly rated employee is required to work overtime of more than thirty (30) minutes but less than two (2) hours, that employee shall enjoy the option of but shall be entitled to a paid break not in excess of fifteen (15) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's Terminal, Maintenance Shop, Yard areas or as otherwise specifically directed by the Company, or,

When an hourly rated employee is required to work overtime which is to exceed two (2) hours, that employee shall enjoy the option of but shall be entitled to a paid meal break not in excess of thirty (30) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's Terminal, Maintenance Shop, Yard areas or as otherwise specifically directed by the Company.

ARTICLE NO. 8.11 - UNIFORMS AND PROTECTIVE CLOTHING

- A. The Company agrees that if an employee is required to wear any kind of uniform including shorts as a condition of employment, such uniforms shall be furnished and maintained free of charge by the Company. **All employees shall be allowed to wear shorts in accordance with Company policy.**

However, the employee must furnish at their own expense, suitable clothing, shoes, gloves and winter weather protective clothing in order to perform their job efficiently and safely.

- B. Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lamp black, barbed wire, acids, dirty oil drums or ore concentrated in bulk, shall be provided with gloves, rubber or leather aprons and either coveralls or smocks as deemed appropriate and safe for the handling of the specific commodity.
- C. Any employee who is exposed to a hazard by reasons of handling toxic or noxious chemicals, shall be provided with adequate protective clothing and safety equipment as required by Workers' Compensation Board Regulations and shall wear such as necessary while handling these commodities.
- D. When an employee is required to handle sides or quarters of beef or pork of a size that cannot be safely handled by one person, they shall be supplied necessary assistance which shall be arranged prior to their departure from the Terminal.
- E. Maintenance Shop employees and Company established Hostlers when required, shall be provided with five (5) pairs of clean coveralls per week and the cost of these coveralls shall be borne by the Company.

The Company will provide a raincoat and insulated overalls at each Company Maintenance Shop and at each Terminal where the Company maintains established Hostlers.

- F. The Company shall reimburse all regular employees; one hundred and seventy five dollars (\$175.00) per calendar year, **which will increase in 2023 to two hundred (\$200.00) per calendar year** towards the purchase of CSA approved safety shoes or boots, upon written submission with proof of purchase by the employee. To purchase a higher quality boot, any employee may combine two (2) years of safety footwear allowance.

ARTICLE NO. 8.12 – SHORT LINE

Short Line shall be defined as the operation of City based equipment beyond the City limits of any size city where a Service Centre is located (not to exceed ninety (90) miles). Any other operation beyond the City limits shall be operated as per the Linehaul rules and obligations.

ARTICLE NO. 9.01 - VACATIONS

- A. Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
- i. Employees in the employ of the Company prior to January 1, 1975 will have as their Anniversary date for vacation purposes, January 1 in the year in which employment commenced.
 - ii. Employees commencing employment with the Company between the dates of January 1, and June 30 in 1975 and between the dates of January 1 and June 30 each year thereafter, will have January 1 in the year in which employment commenced as their Anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
 - iii. Employees commencing employment with the Company between the dates of July 1 and December 31 in the year 1975 and between the dates of July 1 and December 31 each year thereafter, will have January 1 in the year following commencement of employment for their Anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
 - iv. In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four per cent (4%) of the wages paid that employee in the portion of the year worked.

ARTICLE NO. 9.02

All employees shall receive:

- A. Two (2) weeks' vacation with pay after the completion of each calendar year of continuous service with the Company.
- Payment for such vacation shall be in the amount equal to four per cent (4%) of the wages paid that employee during the year in which they qualify for such vacation, or
- B. Who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks' vacation with pay in the amount of six per cent (6%) of the wages paid that employee during the year in which they qualify for such vacation, or
- C. Who have completed nine (9) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks' vacation with pay in an amount equal to eight per cent (8%) of the wages paid that employee during the year in which they qualify for such vacation, or
- D. Who have completed fifteen (15) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, five (5) weeks' vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which they qualify for such vacation, or
- E. Who have completed twenty-one (21) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, six (6) weeks' vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which they qualify for such vacation.

ARTICLE NO. 9.03

- A. The time of vacation shall be fixed by the Company consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees in accordance with Article No. 9.03 B. below. Senior

employees shall not unreasonably hold off booking their vacation in order that less senior employees have the opportunity to plan and book vacations in this time frame.

- B. Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. If an employee fails to designate their choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion, with the following exception:

An employee subject to the condition listed in 9.03 C below, may take a vacation period not previously requested on the above January 2 vacation list, provided a written request is made to their Supervisor, with a minimum of three (3) weeks' notice prior to the commencement of their desired vacation period. This vacation period must occur during the time when the Vacation Relief language as outlined in Appendix B Section 6, and Appendix B-1 Section 2(f), is in effect.

The Company shall post the final vacation schedule by April 1st, and it shall remain posted for the balance of the year.

Employees shall be entitled to receive a lump sum buy-out vacation for their fifth (5th) and sixth (6th) week, upon request. All requests must be submitted and declared by February 28.

Employees are not entitled to exercise this option if there are employees on lay-off in their respective terminals.

- C. The Company will use the following formula for determination of the number of employees allowed on vacation at any one time at each Company Terminal location:

Twenty percent (20%) in each classification to the nearest employee, up or down, with a minimum of one (1) employee in each classification and a maximum of twelve (12) employees in each classification.

- D. The following classifications will be recognized as separate groups for determining allocation of vacation:

- i. Dock Person
- ii. Pickup and Delivery Drivers
- iii. Linehaul Drivers
- iv. Maintenance Shop Employees

- E. The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1 of each year.

- F. For the purpose of filling temporary vacancies during vacation periods, the Company shall, upon completion of the final vacation schedule and not later than April 15th, post a schedule of temporary vacancies requiring coverage. Employees will be allowed two (2) weeks from that time to indicate their temporary vacancy preference on a form provided by the Company.

The Company shall award the temporary vacancies to qualified employees in seniority order. Changes and additions after this initial posting shall be filled at the Company's discretion.

Employees shall be allowed to book one (1) week of their vacation in increments of one (1) day.

Such single day increment vacation may only be booked after the final vacation schedule is posted on or before April 1. This vacation will be recorded on the vacation list and may not exceed the allowable percentage contained in Article 9.03 C.

ARTICLE NO. 9.04

An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a prorated vacation with pay computed on the same percentage of wages paid that employee during the portion of the year worked.

ARTICLE NO. 9.05

An employee who accepts gainful employment while on vacation may be terminated.

ARTICLE NO. 10.01 - GENERAL HOLIDAYS

All employees, who have completed thirty (30) calendar days and have qualified as Regular Employees, shall be entitled to ten (10) General Holidays. The said General Holidays are:

New Year's Day	Canada Day	Remembrance Day
Family Day/Louis Riel Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Boxing Day
Victoria Day	Yukon Territory Indigenous Day Holiday	

As a result of the Yukon Territory not recognizing Family Day, Indigenous Day in June is recognized and granted to the employees.

In addition to the foregoing, employees shall be entitled to one (1) Provincial wide or Territorial Holiday declared by Civic Governments and recognized at the date thereof.

ARTICLE NO. 10.02

Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification for the General Holidays as listed. Those employees who, prior to a General Holiday, regularly work shifts which entitle them to payment of shift differential, will have such shift differential rate included in their General Holiday pay.

Line Drivers will receive ten (10) hours pay.

ARTICLE NO. 10.03

Regular employees shall be entitled to General Holiday pay for the specified Holiday subject to the following qualifications:

- A. An employee shall not be entitled to receive pay for any General or Civic Holiday where such Holiday falls while the employee is on expressed leave of absence for any reason whatsoever.
- B. Employees who have been laid off for lack of work and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday UNLESS they terminate employment within thirty (30) days of their return to duty.

ARTICLE NO. 10.04

In the event a regular employee is requested to work on a General Holiday, they shall receive the rate of pay as stipulated in this Agreement, in addition to the rate prescribed for the General Holiday.

ARTICLE NO. 10.05

- A. When a General Holiday falls on a Regular Employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday on either the last working day preceding or the first working day following such General Holiday.

The Company will designate the day to be granted as the day in lieu and such day will be without pay.

- B.
 - i. In the event a General Holiday other than Canada Day, the Provincial or Territorial August General Holiday, or Labour Day falls during an employee's vacation, the employee will be allowed a day off without pay in lieu of such General Holiday either immediately preceding or immediately following their vacation period.

Such day off without pay in lieu of a General Holiday will be designated on the final vacation schedule.

In the event vacation periods are not designated on the final vacation schedule and a General Holiday other than Canada Day, the Provincial or Territorial August General Holiday or Labour Day falls within such

vacation period, the day in lieu of such General Holiday will be designated at the time the vacations are booked and approved.

- ii In the event Canada Day, the Provincial or Territorial August General Holiday or Labour Day fall during an employee's vacation, the employee will be allowed the following options:
 - a) Be paid for the General Holiday at the time vacation is taken and not take a day in lieu for the General Holiday.
 - b) Be paid for the General Holiday at the time vacation is taken and take a day in lieu of the General Holiday in the period between October 1st and December 16th. Such day in lieu shall be scheduled on a day mutually agreed on by the Company and the employee.

The option chosen must be requested in writing at the time the employee's vacation time is booked.

ARTICLE NO. 11.01 - COVERS ALL EMPLOYEES ENGAGED IN OVER-THE-ROAD OPERATIONS - SINGLE AND SLEEPER-CAB

- A. All employees engaged in over-the-road operations, single and sleeper-cab, shall be subject to all the terms and conditions provided by this Agreement save as herein expressly provided.
- B. Local Terminal work and City Pickup and Delivery service are not subject to the terms and conditions of this Article, but are subject to Pickup and Delivery Appendix hereunto annexed and forming part of this Agreement.
- C. In respect to Drivers making pickups and/or deliveries at Terminals, Drivers engaged in over-the-road operations, including Operators of Lease equipment and Contract Haulers, shall not be asked to load or unload freight or perform any other duties at a place where the Company maintains a Terminal. Drivers may, however, be permitted to load or unload freight where such loading or unloading is made outside the normal hours when the Terminal is operated or when contractual Terminal employees are not in the Terminal.
- D. Job applicants for the position of Line Driver hired from sources outside the Company on trial and/or instructional trips and employees of the Company who have completed the training program for the position of Line Driver as agreed between the Company and a Local Union and who have been recommended for that position, will be paid for the final instructional trips at a rate of five cents (5¢) per mile less than the Single-Person rates as specified in this Agreement. Such trips to be made with qualified Drivers and/or Trainers and will not exceed a total of two thousand (2,000) miles on Single-Person operation. Line Drivers will be paid five cents (5¢) per mile above the Single-Person rate as specified in this Agreement on trips when they perform the function of Trainer or Instructor under this Article.

ARTICLE NO. 11.02 - LINE DRIVERS CALL TIME

- A. Employees shall be given at least two (2) hours' notice when ordered to report for duty at both the Home Terminal and at the end of the run where they have been effectively released from duty by the Company.
- B. When an employee has been called for duty and has begun their trip or tour, they shall be guaranteed a minimum of ten (10) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.
- C. When an employee reports for work after being called and no work is available, they shall receive a minimum of five (5) hours pay at the work time rate.
- D. When an employee reports in accordance with an established reporting time and no work is provided, they will receive a minimum number of hours pay (five (5) hours) UNLESS they have been notified at least two (2) hours ahead of the regular reporting time that no work is available. Any employee who has an established reporting time and is unable to report for duty as required for any reason, will advise the Company representative at least two (2) hours ahead of their reporting time.

ARTICLE NO. 11.03

- A. The Company will notify all Drivers between the hours of 1800 and 2000, who are off duty at their Home Terminal

and will advise them if they are to report for duty between the hours of 2000 and 0800. If the Driver will not be at their normal residence, they will notify the Duty Dispatcher of an alternate contact number.

- B. In the event a Driver will not be available at their contact point after their rest period has expired, they will notify the Dispatcher.
- C. Drivers who are off duty at their Home Terminal before 1200 hours on a Saturday and who are to be called to work prior to 2400 hours Sunday, shall be notified on Saturday for a time of dispatch. It will be the Driver's responsibility to contact the Dispatcher by 1200 hours Saturday or prior thereto if they will not be available for call at their normal contact point at that time.

ARTICLE NO. 11.04 - WORK TIME

Work time shall include, but not be limited to, loading, unloading, repairs of equipment, chaining, unchaining, time spent on ferries or boats and when Drivers are required to stay with the equipment. When the Driver performs the function, fueling at Company pumps and key pumps, hooking up, unhooking, switching or complete interchange of equipment, including the equipment check prior to a trip or tour or at intermediate points in a trip or tour when equipment is switched, and/or a complete interchange of equipment is made will be included as work time. Checking of equipment enroute is included in the composite mileage rate as laid out in Article No. 11.08.

ARTICLE NO. 11.05 - DEADHEAD

Every employee covered under this Agreement when required to travel by any mode of transportation other than Company equipment, shall be paid in the following manner:

- i. All hours travelling on public transportation from the point deadhead commenced to the destination point designated by the Company, shall be paid for at their regular straight time hourly rate plus the meal allowance if applicable and the cost of such transportation.
- ii. Each employee who is covered by this Agreement and who is required by the Company to ride on Company equipment in a deadhead manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.
- iii. The Company shall bear the moral obligation for the proper attention, care of, and appropriate transportation home, if required, to an employee who is injured or becomes ill while away from their home terminal.

ARTICLE NO. 11.06 - WAIT TIME

- A. For all time waiting to load or unload, waiting for equipment to be repaired, waiting for roads to be cleared and waiting at turn-around points on Single-Person operations, where there are public facilities and conditions available (e.g. restaurants, coffee shops, motels, etc.) to make it safe and possible that the Driver does not have to remain in the equipment, will be paid wait time with a maximum of ten (10) hours pay for waiting time in each twenty (20) hour period.

Wait time is clarified as follows:

Wait time is not accumulative. For the purpose of determining wait time pay, each stop shall be considered a separate waiting period.

In no event shall wait time exceed ten (10) hours for each stop in any twenty (20) hour period. When a Driver is held more than one (1) day, they shall receive pay for the first ten (10) hours of each twenty (20) hour period.

- B. All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial, City or State regulations, shall be paid for at the regular applicable wait time rate in this Agreement. To the best of their ability, it shall be the duty of the employee to ascertain that they are not hauling an overload, and to ascertain that they have all the necessary and required licenses, certificates and permits before leaving the Company Terminal provided, however, that the Company shall arrange for all permits to be made available to its employees.

ARTICLE NO. 11.07 - LAYOVER

- A. In the event that Drivers are required to layover during any one round trip or tour away from their Home Terminals, they shall be compensated for layover time as follows, it being understood that layover time shall not be accumulative, but shall mean only one layover on such round trip or tour, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point:

For the first twelve (12) hours of each layover - no pay.

For the next ten (10) hours-rates as stipulated in this Agreement.

For the next ten (10) hours-no pay.

For the next ten (10) hours-rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period.

- B. The layover point is to be designated on a Driver's original orders prior to their dispatch from Home Terminal, save and except in the case of accident or breakdown, whereby the layover point may be extended to a point beyond the original designated layover point.
- C. When Drivers arrive at a layover point and are to be placed on layover, they will be so advised on arrival or otherwise placed on wait time, save and except where the Drivers have been previously instructed on their Driver's orders.

If the Driver Team is released from duty and then required to return to work within four (4) hours, they shall be paid wait time for the hours booked off.

ARTICLE NO. 11.08 - COMPOSITE MILEAGE

- A. Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment enroute and reports.
- B. The authority to determine the number of miles driven shall be the official Mileage Guide of the Department of Highways and/or the Official Road Map of the various Provinces, Territories and/or States.
- C. In the event of a discrepancy between the miles as provided by "B" above and the actual miles driven, the designated representatives of the parties will meet to resolve the discrepancy. In the event of a failure to resolve the discrepancy, the designated representatives will together measure the disputed mileage within fourteen (14) days following such meeting. Such measured mileage will be implemented at the start of the pay period immediately following the measurement.

Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

ARTICLE NO. 11.09 - OFF HIGHWAY MILES AND OVER DIMENSION LOADS

- A. All Trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the applicable mileage rate provides less than the hourly rate for the total driving time on a particular trip. The onus is upon the Driver to question the rates of pay by marking their Trip or Tour Pay Claim accordingly.

If a Sleeper Team is used on a load that is restricted to a speed of thirty-five (35) miles per hour or less by conditions of a Government issued Permit for oversize and/or overweight loads, the Driver Team shall receive one and one-half (1 ½) times the domicile work time rate equally divided between the Drivers for that portion of the tour which is so restricted. It shall be the responsibility of the Drivers to claim such hourly rate by marking their Pay Claim accordingly.

- B. Runs which include both the highway miles and off-line bush miles, will be paid for in the following manner:

Mileage rates for main highway miles and hourly rates for bush miles.

ARTICLE NO. 11.10 - DISPATCH RULES

- A. All Drivers and Operators of equipment shall be dispatched according to agreed upon and posted Local Dispatch Rules. Failure to agree on such dispatch rules, such rules then shall be referred to the Grievance Procedure.

- B. Time lost when a Driver is available but not dispatched in proper order under agreed upon local dispatching rules between the Company and the Union - they shall be paid at the hourly rate from the time they should have been dispatched until actual time of departure on a trip and/or tour, with a maximum of ten (10) hours at the applicable work time rate for the initial twenty-four (24) hours and continuing on the basis of the first ten (10) hours in each twenty-four (24) hour period thereafter at the applicable wait time rate.

In no event shall the Penalty Pay provided herein exceed the amount of earnings the employee would have reached for that trip or tour for which they are claiming runaround.

ARTICLE NO. 11.11 - SINGLE-MAN TRIP

- A. For definition purposes, the word "trip" will be used when referring to Single-Person operation. A Single-Person Trip is considered from point of dispatch to point of rest, layover or book-off.
- B. The regular hours of work for employees engaged on Single-Person operations shall be ten (10) hours per trip. The Company shall pay for all time driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and wait time but is calculated on the driving and work time only.
- C. No Single-Person Driver shall be called for dispatch until they have been off duty eight (8) hours excluding call time after completing a trip. Single-Person Drivers are obligated to take the full off duty time for rest as provided in this Article when effectively released from duty or when and where instructed to take a rest period. Drivers held and/or waiting at a point other than the Home Terminal or layover point in excess of the eight (8) hour rest period and two (2) hour call time, will be paid wait time for hours in excess of the full ten (10) hours allowed, as stipulated in the Wait Time clause. If a Driver is called before they have completed their eight (8) hours rest period, they shall receive wait time pay for those hours they were booked off.
- D. Single-Person Drivers when required and authorized to purchase Hotel or Motel accommodations at points where the Company does not maintain a Terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At Terminal points where Single-Person Drivers are placed on layover or rest, the Company reserves the right to designate Hotel or Motel accommodations and will provide transportation to and from such accommodation. Cost of such accommodation will be borne by the Company.

ARTICLE NO. 11.12 - SLEEPER-CAB TOUR

- A. For definition purposes, the word "tour" will be used when referring to Sleeper-Cab Operations.
- B. Sleeper-Cab Operation shall be performed by two (2) Drivers. The Company shall designate the Home Terminal of each Driver Team and designate the routes to be traveled on each tour from Home Terminal to destination and return to Home Terminal and each Driver shall be paid for driving one-half (1/2) the mileage the vehicle traveled in making the tour.
- C. Once Driver Teams are established, it is understood that they are not to be separated unless mutually agreed to by the Company, the Union and the Driver Teams involved, except in case of emergency or reduction in forces or temporary training.
- D. Only two (2) men shall be permitted in Sleeper-Cab equipment at any time except in case of emergency, or where new type equipment is put into operation. In no event shall a Driver Supervisor or other authorized personnel be in the cab in addition to the two (2) Drivers for more than three hundred (300) miles.
- E. No Driver under this Agreement shall be placed on layover if routed on any tour with outbound mileage under five hundred (500) miles.
- F. The Company may use a Sleeper-Cab Driver or Team to effect a Single-Person operation but will not do this when it adversely affects the Single-Person board or when it creates excessive layover time for Sleeper-Cab Drivers.
- G. Except in cases of emergency, Sleeper-Cab Drivers shall be entitled to have a minimum of four (4) hours off duty

excluding call time after completion of their tour.

- H. No Sleeper-Cab Driver shall be allowed to take a Single-Person trip of more than four (4) hours until they have had eight (8) hours rest since they were last on duty. Rest time does not include time in the Sleeper-Cab bunk.
- I. Sleeper Teams when required and authorized to purchase Hotel or Motel accommodations at points where the Company does not maintain a Terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At Terminal points where Sleeper Teams are placed on layover or are required to wait for schedules that require them to have sleeping accommodation, the company reserves the right to designate Hotel or Motel accommodations and will provide transportation to and from such accommodation. Costs of such accommodation will be borne by the Company.
- J. Bedding and fresh linen for Sleeper-Cab bunks shall be maintained by the Company and shall be furnished to the Sleeper-Cab Drivers immediately prior to starting their tour.

ARTICLE NO. 11.13 - TERMINAL CLOSURES

- A. When a Terminal is closed or partially closed and the work of the Terminal is transferred to another Terminal in whole or in part, an over-the-road driver at the closed or partially closed down Terminal, shall have the right to transfer at the Company's expense to the Terminal into which the work was transferred if work is there available.

Payment is conditional upon completion of ninety (90) calendar days of continuous service at the new location. Fifty per cent (50%) of the expense will be paid upon completion of transfer and the balance upon completion of ninety (90) calendar days service with the Company from the date the move is completed.

Employees with ten (10) or more years seniority affected by such closure or transfer who decline the opportunity to transfer, or if there are no job openings, then such employee shall be terminated, and paid severance pay on the basis of the equivalent of one (1) week's pay at the employee's straight time rate of pay for each one (1) year's service, or part thereof.
- B. Such employees within a Local Union's jurisdiction will be dovetailed into the Seniority Lists as of the dates they first became employees in their classification.
- C. When the work is transferred from one Local Union's jurisdiction to another Local Union's jurisdiction, those Local Unions and the Company shall meet to determine the Seniority rights position of the employee or employees.
- D. Whenever a person is transferred at the request of the Company their reasonable moving expenses shall be borne by the Company.
- E. For the purpose of this Article, "expense" is defined to mean the cost of moving normal household goods and chattels up to a maximum of one thousand (1,000) cubic feet.
- F. When the Company contributes to the cost of moving, it shall have entitlement to select the mover.

ARTICLE NO. 11.14 - TRACTOR UNITS

It is the Company's intention to operate a cumulative company fleet of thirty-four (34) linehaul units.

ARTICLE NO. 12.01 - OTHER UNION CONTROVERSY

- A. The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.
- B. It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.
- C. During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

- D. If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a Company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

ARTICLE NO. 13.01 - VALIDITY OF ARTICLES

- A. If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any supplement thereto, or the application of such Article 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.
- B. The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect prior to certification by the Union and/or the time of the Company and the Union signing the first collective agreement covering that Company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that Agreement.

ARTICLE NO. 14.01 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows.

- Step 1: Any grievance of an employee shall first be taken up between such employee and the employee's Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days.

All others - thirty (30) days.

- Step 2: Failing settlement under Step 1, such grievance shall be taken up between the employee's Supervisor or higher authority and a Shop Steward or Local Union Representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

- Step 3: Failing settlement under Step 2, such grievance and any question, or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce the grievance to writing and it will be referred to and taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union and two (2) Representatives of the Company appointed by an officer of the Company. Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized, that any settlement arrived at by the Board on a specific Grievance shall be final and binding.

Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, Step 3 must be completed within ten (10) calendar days from the completion date of Step 2.

In all such grievance procedures, the Union Representative shall act in the capacity of Chairperson of the meeting and the Representative of the Company shall act in the capacity of Recording Secretary.

All copies of all Minutes shall be signed and dated by both Union and the Company.

- Step 4: Failing settlement under the above Steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down their decision within fourteen (14) calendar days following completion of the hearing and their decision shall be final and binding on the two Parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Company.

ARTICLE NO. 15.01 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the **first day of January, 2021** until the THIRTY-FIRST Day of **DECEMBER 2025**, and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either Party may not less than ninety (90) days immediately preceding the THIRTY-FIRST Day of **DECEMBER 2025** or immediately preceding any succeeding THIRTY-FIRST Day of **DECEMBER** 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.

- A. Terminate the Agreement on next succeeding Anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid.
- B. Terminate the Agreement on the next succeeding Anniversary date thereof.
- C. 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.

Should either Party give written notice to the other party pursuant to sub-section A., hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2021

PARTY OF THE FIRST PART:


TST-CF Express



Tim Christensen
Vice President



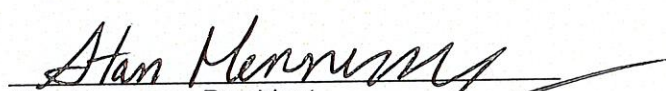
Jim Hadden
Director, Operations



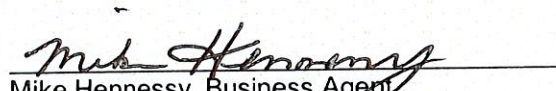
Kim Glenn
Director, Human Resources

PARTY OF THE SECOND PART:

Western Canada Council of Teamsters



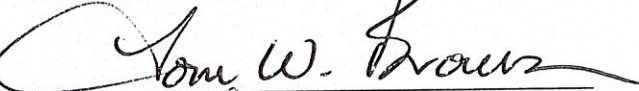
Stan Hennessy, President
Teamsters Local 31



Mike Hennessy, Business Agent
Teamsters Local 31



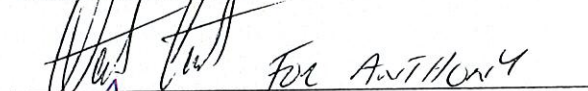
Mark Bethel, Business Agent
Teamsters Local 31



Tom Brown, Business Agent
Teamsters Local 31



Walter Canta, Secretary-Treasurer
Teamsters Local 213




Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer

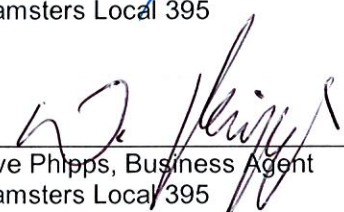
Teamsters Local 362



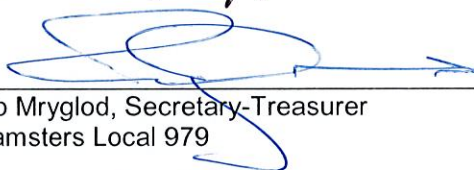
Chance Hryciun, Business Agent
Teamsters Local 362



Randy Powers, Secretary-Treasurer
Teamsters Local 395



Dave Phipps, Business Agent
Teamsters Local 395



Rob Mryglod, Secretary-Treasurer
Teamsters Local 979



Les Kauk, Business Agent
Teamsters Local 979

APPENDIX "A"

COVERS RATES OF PAY FOR ALL SINGLE-PERSON AND SLEEPER-CAB DRIVERS

(Employees hired after November 3, 1987 will be subject to the rates of pay contained in Appendix "D" hereof).

SECTION 1. MILEAGE RATES (CENTS PER MILE)

TST-CF Express Linehaul Mileage Rates (cents / mile)					
Sleeper Teams	Jan.1/21	Jan.1/22	Jan.1/23	Jan.1/24	Jan.1/25
North of Dawson Creek with exception of those tours destined to and from Ft. St. John	76.49	77.49	78.49	79.49	80.49
Saskatchewan, Manitoba and East	68.51	70.51	72.51	74.51	76.51
All other areas	73.00	74.00	75.00	76.00	77.00

Single-Person Operations	Jan1/21	Jan1/22	Jan1/23	Jan.1/24	Jan.1/25
Saskatchewan, Manitoba and East	60.78	62.78	64.78	66.78	68.78
All other areas	65.47	66.47	67.47	68.47	69.47

Work, Wait & Lay-Over Time	Jan1/21	Jan 1/22	Jan1/23	Jan1/24	Jan1 /25
Saskatchewan, Manitoba and East	25.85	26.55	27.25	27.95	28.65
All other areas	27.64	28.24	28.84	29.44	30.04

Linehaul Employees in Teamster Pension Plan (AB)					
Sleeper Teams	Jan1/21	Jan 1/22	Jan 1/23	Jan1/24	Jan1/25
North of Dawson Creek with exception of those tours destined to and from Ft. St. John	75.75	76.81	77.87	78.93	79.99
Saskatchewan, Manitoba and East	67.29	69.41	71.53	73.65	75.76
All other areas	72.05	73.11	74.17	75.23	76.29

Single-Person Operations	Jan1/21	Jan 1/22	Jan1/23	Jan1/24	Jan1/25
Saskatchewan, Manitoba and East	59.10	61.22	63.34	65.46	67.58
All other areas	64.07	65.13	66.19	67.25	68.31
Teamsters Pension Rate (AB)	5.3333	5.3333	5.3333	5.3333	5.3333

Linehaul Employees in Teamster Pension Plan (BC)					
Sleeper Teams	Jan 1/21	Jan1 /22	Jan1/23	Jan1/24	Jan1/25
North of Dawson Creek with exception of those tours destined to and from Ft. St. John	75.52	76.58	77.64	78.70	79.76
Saskatchewan, Manitoba and East	67.06	69.18	71.30	73.42	75.54
All other areas	71.82	72.88	73.94	75.00	76.06

Single-Person Operations	Jan1/21	Jan1/22	Jan1/23	Jan1/24	Jan1/25
Saskatchewan, Manitoba and East	58.87	60.99	63.11	65.23	67.35
All other areas	63.84	64.90	65.96	67.02	68.08
Teamsters Pension Rate (BC)	5.56	5.56	5.56	5.56	5.56

When operating units with more than five (5) axles, the Mileage Rate in (a) and (b) above will be increased by one cent (1¢) per axle for each additional axle over and above the fifth axle.

SECTION 2. RATES OF PAY (HOURLY) WORK TIME, WAIT TIME & LAYOVER TIME (Domicile Terminal Rate)

SEE APPENDIX E

SECTION 3. OVERTIME RATE, SINGLE-PERSON DRIVERS

Single-Man Drivers working in excess of ten (10) hours per trip under the conditions outlined in Article No. 11.11 B, shall receive in addition to their regular rates of pay, the domicile work time rate for that Driver for that time in excess of ten (10) hours per trip.

SECTION 4. MEAL ALLOWANCE (all areas)

Each Sleeper Cab Driver will receive a meal allowance computed on the total hours on a tour from the time they report on duty at their home terminal until they report off duty upon arrival back at their home terminal.

Such meal allowance will be sixty cents (60¢) per hour.

Each Single Person Driver, excluding a driver on a turnaround will receive a meal allowance computed on the total hours away from their home terminal. Such hours will be from the time they report on duty at their home terminal until they report off duty on arrival back at their home terminal.

Such meal allowance will be sixty cents (60¢) per hour.

SECTION 5. OWNER OPERATOR MILEAGE RATES (CENTS PER MILE)

The Company agrees to pay the Owner Operators designated under Article 2.04, the following minimum base mileage rates of pay. Such rates do not include supplementary fringe costs paid by the Company on behalf of the Owner Operator.

2016

a) British Columbia

5 axles	-	\$1.01 per mile
6 axles	-	\$1.03 per mile
7 or more axles	-	\$1.12 per mile

b)	Alberta		
	5 axles	-	97¢ per mile
	6 axles	-	98¢ per mile
	7 or more axles	-	\$1.08 per mile

c)	Saskatchewan, Manitoba and East		
	5 axles	-	93¢ per mile
	6 axles	-	94¢ per mile
	7 or more axles	-	95¢ per mile

SECTION 6. VACATION RELIEF - LINEHAUL

All linehaul drivers who are hired for vacation relief during the vacation season (May 15 - November 15) shall be classified and posted as "Vacation Relief Employees". Such employees shall be regular employees subject to all the conditions provided in this Agreement for regular employees, except when such an employee is laid off during, or at the end of, the vacation season, Articles 5.05, 5.07 and 5.08 will not take effect.

APPENDIX "B"

COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES OF PAY FOR ALL SHORT LINE, CITY PICKUP AND DELIVERY DRIVERS, DOCK PERSON, MECHANICS AND MAINTENANCE SHOP CREWS IN ALBERTA, SASKATCHEWAN, MANITOBA AND THE NORTHWEST TERRITORIES.

SECTION 1. HOURS OF WORK

- (a) Alberta, Saskatchewan, Manitoba and the Northwest Territories. Based on a forty (40) hour work week.

The maximum hours of work for all short line Drivers, Dock Person, Mechanics and Maintenance Shop Crews shall be at each Terminal covered by this Agreement as described below.

Eight (8) hours per day and forty (40) hours per week excluding meal periods as specified in Article No. 8.09 for any five (5) consecutive days.

Except employees who work a swing shift, at swing time such employees shall be excepted from the following provisions:

Two (2) consecutive days off.

Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4) ten (10) hour days. Employees working such schedule between Monday and Friday will be subject to a twenty-five cents (25¢) per hour premium. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours in a day. Employees working the four (4) day work week on days between Monday and Friday inclusive must have Saturday and Sunday as their regular days off and a third (3rd) day off as designated by the Company. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the employee shall have three (3) consecutive days off. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the shifts may have different start times for each day, however, there must be not less than eight (8) hours off duty between each shift. Where the ten (10) hour day is agreed to between the parties the ten (10) hour day will be applicable in all daily guarantees provided in this agreement.

Employees that work the four (4) ten (10) hour shifts over the weekends Friday through Monday will receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked on those shifts. The one dollar and fifty cents (\$1.50) per hour paid shall be inclusive of all other premiums and shift differentials contained herein, with the exception of overtime. Employees working the four (4) ten (10) hour shifts cannot claim any overtime work which will not allow them to have a full eight (8) hours off duty between shifts. All employees working the four (4) ten (10) hour shifts on the weekend Friday through Monday will be regular employees. Call as required employees can be used to replace the regularly assigned or bid employees on these shifts but will not be used to supplement those shifts.

- (b) Shift overtime shall be allocated wherever possible on the basis of seniority on a voluntary manner provided the person is capable of doing the job, however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior employee whose shift ends at the time the overtime commences.

No employee shall be required to work overtime in excess of four (4) hours per week, provided they so advise their immediate supervisor at the start of their straight-time shift.

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- i. Except as provided in Section 1 (a) above, all time worked before or after the regularly established shift for that employee and which is in excess of eight (8) hours per day, shall be considered overtime and paid at

the established overtime rate of time and one-half (1 ½) for **two (2)** hours and double the straight time rate thereafter.

- ii Overtime on a call-out or call-back basis will be allocated by Seniority provided the senior **employee** is available and qualified to perform the work.

Regular Terminal or Maintenance Shop employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours work but after completion of the duty they are called for, they may book off with a minimum of two (2) hours pay at overtime rates.

- iii. Overtime Rate for Work on Designated Day of Rest or General Holiday:

All hours worked on a call-out or call-back basis on an employee's designated day of rest or on a General Holiday, will be deemed overtime and the employee performing such work on such day shall be paid at double their regular rate of pay.

When overtime is required, dock employees shall be given as much notice as possible, however, the minimum amount of notice required shall be no less than one (1) hour. If no notice is given to the effected dock employee, the Company cannot force employees to work such overtime.

- (c) When an employee is called out to work and their call-out time runs into their regular shift time, such employee shall be allowed reasonable time off with pay to eat upon completing the work they were called to perform or at the regular starting time of their regular shift, whichever is later. Such time is not to exceed one (1) hour.
- (d) Junior regular fifteen percent (15%) of City Pickup and Delivery and junior fifteen percent (15%) of Dock employees not laid off may work on a "Call As Required" basis to supplement established shifts within their seniority unit. Such employees shall not be subject to the regular shift proviso as outlined in Article No. 8.08 of this Agreement, but shall be subject to all other conditions provided in this Agreement for regular employees. In terminals with five (5) or less employees, the number of employees subject to the "Call as Required" proviso shall be one (1) employee. In terminals with six (6) to ten (10) employees, the number of employees subject to this "Call as Required" proviso shall be two (2) employees. In terminals with more than ten (10) employees, the number of employees subject to this "Call as Required" proviso shall not exceed fifteen percent (15%) of the number of employees within the Seniority Unit rounded to the nearest whole number.

In the event such "Call as Required" employee is called and reports for work, they shall be guaranteed a minimum of four (4) hours work, and if they work in excess of four (4) hours they shall be guaranteed six (6) hours work, and if they work in excess of six (6) hours they shall be guaranteed eight (8) hours work. For such employees, there must be a rest period of not less than eight (8) hours between shifts, and they shall not be required to work more than one (1) shift in a twenty-four (24) hour period. It is agreed that the employees on "Call as Required" that are booked off after 4 hours work will have entitlement to work on a second 4 hour shift on the same day (first turn down based on seniority). Any hours in excess of eight (8) hours per day will be at overtime rates. (A day shall be 24 hours from the time the employee commenced the first four (4) hours callout or until a break of eight (8) hours occurs). In the event all regular employees have been called for the work that is available and more manpower is required, part-time employees may provide the required manpower. However, part-time employees working on the same shift as "Call as Required" employees will be the first booked off the shift as the requirement for manpower reduces. A list containing the names of all the employees subject to "Call as Required" will be posted and updated no later than noon of the first working day of each week.

"Call as Required" employees who are to report for work between 0800 and 1600 will be notified between the hours of 0630 and 0930 and those employees required to report for work between 1600 and 0800 will be notified between 1430 and 1600, or as agreed between the parties.

"Call as Required" employees who do not wish to accept calls to work outside of the above stated call times must indicate this, in writing, to their supervisor. "Call as Required" employees must be available for the above call times at their normal telephone or alternate number. An answering machine is not an acceptable alternative.

Provided the above call times have been adhered to, "Call as Required" work shall be allocated on the basis of seniority and capability (first turn down based on seniority), however, upon reaching the bottom of the "Call as

Required" list, the junior employee(s) shall be required to perform the work.

SECTION 2. RATES OF PAY - ALBERTA AND NORTHWEST TERRITORIES

(Employees hired after November 3, 1987 will be subject to the rates of pay contained in Appendix "D" hereof).

SEE APPENDIX E

The Apprentice Structure will be adjusted as follows:

Apprentice Mechanics - All areas:

CLASSIFICATION	1st Year	2nd Year	3rd Year	4th Year
Trailer Mechanic	75%	85%	90%	
Welder/ Refrigeration Mechanic	70%	80%	85%	90%
Commercial Transport Mechanic	70%	80%	85%	90%

The above rates are subject to a minimum of eighteen dollars (\$18.00) per hour.

Must attend and eventually graduate from an accredited Vocational or Apprentice Program under Provincial (or Federal) Government jurisdiction in order to qualify as for Journeyman classification.

Each maintenance shop will be allowed one (1) Apprentice; however the maximum number of Apprentices to be employed in any one Shop will be two (2) Apprentice(s) for every three (3) Trades people.

Part time Employees Rates – See APPENDIX E

- (a) Shift Differential for Dock, Pickup and Delivery and Maintenance Shop Crews:

For all shifts commencing between the hours of 1359 and 0559, a Shift Differential over and above the job classification will be paid to those regular Dock and Maintenance Shop employees who work such shifts at:

One dollar and fifty cents (\$1.50) per hour.

Such premium pay for shift differential is not applicable to Part-Time Hourly Employees.

- (b) Rate of Pay for Lead Person (Chargehand) shall be seventy five cents (75¢) per hour over and above the classification of employees for which they are Lead Person (Chargehand).

SECTION 3. RATES OF PAY - SASKATCHEWAN AND MANITOBA

All employees hired after November 3, 1987 will be subject to the New Hire Rates of Pay and Conditions of Appendix "D".

SEE APPENDIX E

- (a) When a part-time employee becomes a regular employee or qualifies as a regular employee in accordance with Article 2.07B, such part-time employees that are placed on full time status will be subject to the pay rates and conditions outlined in Appendix "E".

- (b) Shift Differential for Dock, Pickup and Delivery and Maintenance Shop Crews:

For all shifts commencing between the hours of 1359 and 0559, a Shift Differential over and above the job classification will be paid to those regular Dock and Maintenance Shop employees who work such shifts at:

Effective January 1, 2016 – One dollar and fifty cents (\$1.50) per hour.

Such premium pay for shift differential is not applicable to Part-Time Hourly Employees.

SECTION 4. MECHANIC'S TOOL INSURANCE

- (a) The Company agrees to provide a maximum of five thousand dollars (\$5,000.00) tool insurance per Mechanic to cover loss of tools due to:
 - i. Fire on Company premises.
 - ii. Theft resulting from break-in to the Company premises and/or the Mechanic's tool box.
- (b) To be eligible, the Mechanic must supply the Company with an inventory of their tools and their cost, on or before January 1, in each year.
- (c) New employees must supply an inventory within thirty (30) days of commencement of employment and each January 1, thereafter.
- (d) The Company agrees to pay each mechanic a tool allowance as follows:

three hundred and fifty dollars (\$350.00) for those mechanics on the Company payroll on January 1, 2009 and each January 1 thereafter.

SECTION 5. VACATION RELIEF/RECALL PROVISION

All hourly paid employees who are hired for vacation relief during the vacation season (May 15 to November 15) shall be classified and posted as "Vacation Relief Employees". Such employees shall be regular employees subject to all the conditions provided in this Agreement for regular employees, except when such an employee is laid off during or at the end of the vacation season, Article No. 5.05, Article No. 5.07 and Article No. 5.08 will not take effect. However, any such laid off vacation relief employee shall be given the opportunity to have their name placed on the part-time employee's roster, in accordance with their last date of hire.

During the vacation season May 15 to November 15, employees hired for vacation relief shall not be included in the call as required percentage contained in Appendix B, Section 1B.

Employees who are currently on layoff may choose to return for such vacation relief. If such employee decides to perform vacation relief, they will have the option of having the time worked added to their recall period or continue under their current recall provision.

SECTION 6. BANKED OVERTIME

- 1. All full-time hourly **and mileage** employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year. The following conditions will apply:
 - a) Where an employee wishes to bank their overtime for the following year, they must advise the Company, in writing, within a two week period from December 1 to December 15 of the current year.
 - An employee will be allowed to accumulate hours to a maximum bank equivalent to eighty (80) hours straight time pay in each calendar year.
 - Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid at the same hourly rate as accumulated.

Example of banked overtime accumulation -

Overtime Worked

1 hour at time and one-half
1 hour at double time

Hours Accumulated

1 ½ hours banked
2 hours banked

- for terminated or laid off employees, all accumulated hours in the employee's bank shall be paid out in total on their final pay.
- The overtime accumulation may be for forty (40) or eighty (80) hours and once declared the arrangement shall be in effect until these have been accumulated each year and thereafter until notice is provided to change their declaration.

2. Employees will be allowed to book their accumulated banked time under the following conditions:

- a) all banked overtime earned as at December 31 each year must be taken between January 1st and December 31st of the following year. Any accumulated banked overtime from the prior year not taken by December 31st of the following year will be paid out to the employee.
- b) employees who have accumulated forty (40) hours banked overtime shall be entitled to utilize the time in no less than single day increments. Employees who have accumulated eighty (80) hours of banked overtime shall be required to utilize a minimum of forty (40) hours in a block of one (1) week and their remaining forty (40) hours banked may be utilized in no less than single day increments.
- c) all requests for banked overtime days must be submitted in writing with twenty-one (21) days prior notice.
 - d) time off requests will be approved at the Company discretion.

APPENDIX "B-1"

COVERS VACATION PROVISION, HOURS OF WORK, OVERTIME PROVISIONS AND RATES OF PAY FOR ALL SHORT LINE, CITY PICK UP AND DELIVERY DRIVERS, DOCK PERSON, MECHANICS AND MAINTENANCE SHOP CREWS IN BRITISH COLUMBIA AND THE YUKON TERRITORY.

THE ABOVE EMPLOYEES WILL BE SUBJECT TO ALL THE TERMS AND CONDITIONS PROVIDED IN THIS AGREEMENT SAVE AND EXCEPT AS HEREIN EXPRESSLY PROVIDED.

SECTION 1. VACATIONS

- (a) Two (2) weeks' vacation with pay after the completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the wages paid that employee during the year in which they qualify for such vacation or eighty (80) hours pay at the hourly rate in effect at the time they take their vacation, whichever is greater. OR
- (b) Who have completed three (3) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks' vacation with pay in an amount equal to six per cent (6%) of the wages paid that employee during the year in which they qualify for such vacation or one hundred and twenty (120) hours pay at the hourly rate in effect at the time they take their vacation, whichever is greater, OR
- (c) Who have completed nine (9) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks' vacation with pay in an amount equal to eight percent (8%) of the wages paid that employee during the year in which they qualify for such vacation or one hundred and sixty (160) hours pay at the hourly rate in effect at the time they take their vacation, whichever is greater, OR
- (d) Who have completed fifteen (15) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, five (5) weeks' vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which they qualify for such vacation or two hundred (200) hours pay at the hourly rate in effect at the time they take their vacation, whichever is greater, OR
- (e) Who have completed twenty-one (21) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, six (6) weeks' vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which they qualify for such vacation or two hundred and forty (240) hours pay at the hourly rate in effect at the time they take their vacation, whichever is greater.

One thousand and five hundred (1,500) hours shall constitute a year of service, but no employee will be permitted to accumulate more than one (1) year service or any fraction thereof in any twelve (12) month period for vacation qualification.

In the first year of employment, employees who have worked one thousand and five hundred (1,500) hours shall be entitled to the vacation entitlement as stipulated in Section 1 (a). Such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation anniversary date for such employee shall be January 1 of the year employment commenced.

In the first year of employment, employees who have not worked one thousand and five hundred (1,500) hours will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1 and December 31 in the year following the commencement of employment. Vacation anniversary date for such employee shall be January 1 in the year following the commencement year of employment. Vacation pay will be four percent (4%) of the wages paid such employee in the portion of the year worked.

- (f) Absences due to sickness or accident shall be counted as hours worked in the intervening years between the employee's first year and final year of employment. In any such year, the employee will be credited with a maximum of five hundred (500) hours for such absence if they have less than one thousand and five hundred (1,500) hours of work in that year to qualify for vacation herein stipulated.

In any year where an employee has not qualified for a full vacation as a result of accident or illness, they will still be credited with a year of service to determine future vacations.

- (g) A Calendar Year shall be the period between January 1 and December 31.
- (h) Vacation pay will be issued to all employees in accordance with the provisions of Article No. 8.02 of this Agreement.
- (i) Once vacation periods are established, the time shall not be changed except where mutually agreed between the employee and the Company.
- (j) Vacation period to start on completion of employee's normal work week and end on the first day of their normal work week on the completion of their vacation.

SECTION 2. HOURS OF WORK

(a) Regular Work Day - Week

- i. Except as hereinafter provided, the regular work day for regular full-time employees shall consist of eight (8) consecutive hours of work not including the meal period. The regular work week shall consist of five (5) eight (8) hour days in a seven (7) day period.
- ii. Any regular employee who is called in to work on their regular work day shall be paid not less than eight (8) hours pay, except for the "Unassigned Call as Required" designated in Appendix "B-1" Section 2.(b).
- iii. Regular employees who commence work at 1359 hours or later, or prior to 0559 hours, shall be guaranteed eight (8) hours pay plus shift differential. The rate of pay for shift differential will be one dollar and fifty cents (\$1.50) per hour over and above the regular hourly rate of pay classification.
- iv. When an employee exercises their seniority on a layoff during the week which would require them to start work within the hours specified in paragraph iii. above, they would receive and be entitled to the shift differential as specified in that paragraph. Any employee moved to a shift due to the job bumping process on layoff which causes them to start work within the hours specified in paragraph iii. shall be entitled to receive such shift differential.
- v. Any employee quitting or booking off of their own volition, or otherwise failing to complete their shift will only be paid shift differential for those hours actually worked.
- vi. To qualify for any of the benefits of guarantee in work days, work weeks or work hours, the employee will perform work, within the Seniority Unit, in work other than their normal job or classification in the event their services are not required in their normal or regular job or classification.
- vii. The Company may designate any five (5) day work week, including Sunday, with any two (2) consecutive days off for a regular employee engaged in delivering to the consignee trailer loads of perishables. Any employee assigned to a work week under the provisions of this subsection vii. who falls within the "30% Non-Guarantee" category shall be guaranteed forty (40) hours work per week. Any employee falling within the "10% Call as Required" category who is assigned to delivering trailer loads of perishables under the provisions of this subsection vii. will not be subject to forty (40) hour work week guarantee and the two (2) consecutive days off proviso, above.
- viii. Where there is a mutual agreement between Company and the Union, the Company may establish a work week consisting of four (4) ten (10) hour days. Employees working such schedule between Monday and Friday will be subject to a twenty-five cents (25¢) per hour premium. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours in a day. Employees working the four (4) day work week on days between Monday and Friday inclusive must have Saturday and Sunday as their regular days off and a third day off as designated by the Company. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the employee shall have three (3) consecutive days off. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the

shifts may have different start times for each day, however, there must be not less than ten (10) hours, nor more than fourteen (14) hours off duty between each shift. Where the ten (10) hour day is agreed to between the parties, the ten (10) hour day will be applicable in all daily guarantees provided in this agreement.

Employees who work the four (4) ten (10) hour shifts over the weekends Friday through Monday will receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked on those shifts. The one dollar and fifty cents (\$1.50) per hour paid shall be inclusive of all other premiums and shift differentials contained herein, with the exception of overtime. Employees working the four (4) ten (10) hour shifts cannot claim any overtime work which will not allow them to have a full eight (8) hours off duty between shifts. All employees working the four (4) ten (10) hour shifts on the weekend Friday through Monday will be regular employees. Call as Required employees can be used to replace the regularly assigned or bid employees on these shifts, but will not be used to supplement those shifts.

For those employees who fall in the thirty percent (30%) seniority bracket and who work the four (4) consecutive ten (10) hour shifts which includes a Saturday and/or a Sunday, such employee will be guaranteed forty (40) hours work, except as mutually agreed by the Parties hereto.

(b) "Call-As-Required" Employees

- i. "Call as Required" employees are those Regular City Pickup and Delivery and/or Dock employees whose seniority places them within the most junior fifteen percent (15%) of the employees in the seniority unit.
- ii. Junior regular City Pickup and Delivery and/or Dock employees not laid off may work on a "Call as Required" basis to supplement established shifts within their Seniority Unit. Such employees shall not be subject to the regular shift proviso as outlined in Article No. 8.08 of this Agreement, but shall be subject to all other conditions provided in this Agreement for regular employees.
- iii. Junior regular City Pickup and Delivery and/or Dock employees designated on "Call as Required" status shall be categorized as either "Assigned Call as Required" employees or "Unassigned Call as Required" employees.

In Terminals with five (5) or less employees in the Seniority Unit, the number of employees subject to the "Unassigned Call as Required" status shall be one (1) employee.

Terminals with six (6) to twenty-four (24) employees will also have one (1) employee subject to the "Assigned Call as Required" status, as a result of such employee bidding and being awarded to an "Assigned Call as Required" shift.

Terminals with twenty-five (25) or more employees will have fifty percent (50%), rounded to the nearest whole number, of the total allowable percentage of "Call as Required" employees in the Seniority Unit subject to the "Assigned Call as Required" status.

- iv. In the event an "Assigned Call as Required" employee is called and reports for work on an "Assigned Call as Required" shift, which may have different start times during the week, such employee will be guaranteed eight (8) hours work.

In the event an "Unassigned Call as Required" employee is called and reports for work, they shall be guaranteed a minimum of four (4) hours work, and if they work in excess of four (4) hours work, they shall be guaranteed six (6) hours work, and if they work in excess of six (6) hours, they shall be guaranteed eight (8) hours work.

For such employees, there must be a rest period of not less than eight (8) hours between shifts, and they shall not be required to work more than one (1) shift in a twenty-four (24) hour period.

("Call as Required" employees shall not be forced to commence a second eight (8) hour shift within a twenty-four (24) hour period from the time they commenced their first eight (8) hour shift).

"Unassigned Call as Required" employees that are booked off after four hours of work will have entitlement to work on a second four (4) hour shift on the same day (first turn down based on seniority).

Any hours in excess of eight (8) hours per day will be at the overtime rates. (A day shall be twenty-four (24) hours from the time the employee commenced the first four (4) hour call-out or until a break of eight (8) hours occurs.

- v. "Call as Required" employees who are to report for work Monday through Friday between 0800 and 1600 hours will be notified between the hours of 0630 and 0930 hours and for those employees required to report for work between 1600 hours and 0800 hours, will be notified between the hours of 1430 and 1600 hours, or as agreed between the parties.

"Call as Required" employees who are to report for work between 0001 and 0800 hours for a Monday shift will be notified between the hours of 1630 and 1830 on the previous day (Sunday).

"Call as Required" employees who do not wish to accept calls to work outside of the above stated call times must indicate this, in writing, to their supervisor. "Call as Required" employees must be available for the above call times at their normal telephone or alternate number. An answering machine is not an acceptable alternative.

Provided the above call times have been adhered to, "Call as Required" work shall be allocated on the basis of seniority and capability (first turn down based on seniority), however, upon reaching the bottom of the "Call as Required" list, the junior employee(s) shall be required to perform the work.

- vi. A list containing the names of all employees subject to "Call as Required" status will be posted and updated no later than noon on the first working day of each week.
- vii. "Call as Required" employees are restricted from filling temporary vacation vacancies and temporary vacancies as designated in Article 5.02 E.
- viii. In the event all regular employees have been called for the work available and more manpower is required, part-time employees may provide the required manpower.

(c) "Non-Guarantee" Employees

- i. "Non-Guarantee" employees are those regular City Pickup and Delivery and/or Dock employees whose seniority in the Unit places them within the next higher twenty-five percent (25%) of employees who are immediately senior to the "Call as Required" employees, as provided in Section 2.(b), above.

In the Mechanics and Maintenance Shop Seniority Unit, "Non-Guarantee" employees are those regular employees whose seniority places them within the most junior forty percent (40%) of employees in the Unit.

For all regular employee subject to this "Non-Guarantee" proviso, the work week may be scheduled between Monday and Saturday inclusive with two (2) consecutive days off and such employees will not be subject to the forty (40) hour work week guarantee.

- ii. Flexible work week. For all regular employees subject to this "Non-Guarantee" proviso, the flexible work week may be scheduled between Monday and Saturday inclusive with Sunday and one other day scheduled as days off. Provided the one other scheduled day off is not Saturday or Monday, such employees shall be guaranteed forty (40) hours work, except as mutually agreed by the Parties hereto.
- iii. Such "Non-Guarantee" employees shall be notified before quitting time if they will not be required to work their next regular shift.

(d) "Weekly Guarantee" Employees

- i. The Weekly Work Guarantee as described in this Section will be reduced by eight (8) hours for each General Holiday that falls on an employee's regular work day or for any regular work day that is granted as a day off in lieu of a General Holiday that falls on an employee's regular day off.
- ii. Except as mutually agreed by the Parties hereto, the Company shall guarantee sixty percent (60%) of all its regular employees taken in seniority order and to a minimum of one (1) in each unit, not less than forty

(40) hours work per week, exclusive of overtime.

- iii All such employees within each Unit shall be assigned to a regular work week and except as hereinafter provided, the regular work week shall be five (5) consecutive days with two (2) days off as follows:

Monday through Friday - Saturday and Sunday off.

or,

Tuesday through Saturday - Sunday and Monday off.

- iv However, any employee by reason of their seniority placing them within the said sixty percent (60%) may elect to remain on a shift other than those in paragraph iii. above.
- v. Upon being assigned, per the provisions of the above, save as where a job has been eliminated, such employee's scheduled work week shall not be altered until six (6) weeks have elapsed from the date of assignment.

(e) Vacation Relief / Recall Provision

All hourly paid employees who are hired for vacation relief during the vacation season (May 15 to November 15), shall be classified and posted as "Vacation Relief Employees". Such employees shall be regular employees subject to all the conditions provided in this Agreement for regular employees, except when such an employee is laid off during or at the end of the vacation season, Article 5.05, Article 5.07 and Article 5.08 will not take effect. However, any such laid off vacation relief employee shall be given the opportunity to have their name placed on the part-time employees' roster, in accordance with their last date of hire.

SECTION 3. OVERTIME PROVISIONS

Shift overtime shall be allocated wherever possible on the basis of seniority on a voluntary manner provided the employee is capable of doing the job; however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior employee whose shift ends at the time the overtime commences.

No employees shall be required to work overtime in excess of four (4) hours per week, provided they so advise their immediate supervisor at the start of their straight-time shift.

When overtime is required, dock employees shall be given as much notice as possible, however, the minimum amount of notice required shall be no less than one (1) hour. If no notice is given to the effected dock employee, the Company cannot force employees to work such overtime.

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- (a) Except as provided in Section 2(a) viii all time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- (b) For the first two (2) hours of overtime on any regular day, one and one-half (1 ½) times their regular rate of wages and for all time worked thereafter, the employee shall be paid double their regular rate of wages.
- (c) Any hourly rated employee called in or called back and reports for duty as called in or called back, inconsistent with their regular shift shall be guaranteed a minimum of four (4) hours work and/or pay, but after completion of the specific duty they were called for, may book off of their own volition, with a minimum of two (2) hours pay, at overtime rates.
- (d) Any regular employee who is called in to work on a sixth (6th) or seventh (7th) shift in a seven (7) day period or General Holiday shall be guaranteed four (4) hours work and/or pay, but after completion of the specific duty they were called for, may book off of their own volition, with a minimum of two (2) hours pay, at overtime rates. For hours worked in excess of four (4) hours, they shall be paid for the

time worked.

For those employees working the four (4) ten (10) hour shifts the overtime proviso contained herein will be applicable on the 5th, 6th or 7th shifts in a 7-day period.

- (e) i. For the first eight (8) hours worked on a sixth (6th) or seventh (7th) shift or General Holiday, an employee shall be paid double their regular rate of wages. The rate to be paid for the ninth (9th) and tenth (10th) hours shall be three (3) times the regular rate. The rate to be paid for all hours beyond the 10th hour shall be four (4) times the regular rate. With respect to General Holidays, the foregoing overtime provisions are in addition to eight (8) hours wages, which shall be paid in any event.
For those employees working the four (4) ten (10) hour shifts the overtime proviso contained herein will be applicable on the 5th, 6th and 7th shifts in a seven (7) day period.
- ii. Where an employee works on their regular assigned rest day or days they shall be paid in accordance with i. above.
- (f) Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime on a sixth (6th) or seventh (7th) shift or General Holiday until all regular employees in their Unit have worked the full quota of regular hours, provided there are capable and qualified regular employees amongst those who have not worked their full quota of regular hours. Such employees not having worked their full quota of regular hours will be called for available overtime work in seniority order. Provided the foregoing has been complied with, Seniority will prevail in classifications for the allocation of overtime.

SECTION 4. RATES OF PAY - BRITISH COLUMBIA

(Employees hired after November 3, 1987 will be subject to the rates of pay contained in Appendix "D" hereof.)

SEE APPENDIX E

Apprentice Mechanics - All areas.

	1 st Year	2 nd Year	3 rd Year	4 th Year
Trailer Mechanic	75%	85%	90%	
Welder	70%	80%	85%	90%
Mechanic	70%	80%	85%	90%

Subject to a minimum rate of eighteen dollars (\$18.00) per hour.

Must attend and eventually graduate from an accredited Vocational or Apprentice Program under Provincial (or Federal) Government jurisdiction in order to qualify for a Journeyman classification.

Each maintenance shop will be allowed one (1) apprentice, however the maximum number of apprentices to be employed in any one Shop will be two (2) Apprentices for every three (3) Tradesmen.

When a Part-Time Employee becomes a Regular Employee or qualifies as a Regular Employee in accordance with Section 2(e) iv. of this Appendix, such Part-Time Employees who are placed on full time status will be subject to the pay rates and conditions outlined in Appendix "D". However, Part-time employees whose commencement date with the company precedes March 29, 1995, shall not have their hourly part-time rate of pay reduced if they should be placed on the Regular employees seniority unit or qualify as a Regular employee after June 26, 1995.

SECTION 5. RATES OF PAY - YUKON TERRITORY

SEE APPENDIX E

Rate of pay for Lead Person (Chargehand) shall be seventy five cents (75¢) per hour over and above the classification of employees for which they are Lead Person (Chargehand).

SECTION 6. MECHANIC'S TOOL INSURANCE

- (a) The Company agrees to provide a maximum of five thousand dollars (\$5,000.00) tool insurance per Mechanic to cover loss of tools due to:
 - i. Fire on Company premises.
 - ii. Theft resulting from break-in to the Company premises and/or the Mechanic's tool box.
- (b) To be eligible, the Mechanic must supply the Company with an inventory of their tools and their cost, on or before January 1 in each year.
- (c) New employees must supply an inventory within thirty (30) days of commencement of employment and each January 1 thereafter.
- (d) The Company agrees to pay each mechanic a tool allowance as follows:
three hundred and fifty dollars (\$350.00) for those mechanics on the Company's payroll on January 1, 2009 and each January 1 thereafter.

SECTION 7. BANKED OVERTIME

- 1. All full-time hourly **and mileage** employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year. The following conditions will apply:
 - a) Where an employee wishes to bank their overtime for the following year, they must advise the Company, in writing, within a two week period from December 1 - December 15 of the current year.
 - An employee will be allowed to accumulate hours to a maximum bank equivalent to eighty (80) hours straight time pay in each calendar year.
 - Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid at the same hourly rate as accumulated.

Example of banked overtime accumulation -

<u>Overtime Worked</u>	<u>Hours Accumulated</u>
1 hour at time and one-half	1 ½ hours banked
1 hour at double time	2 hours banked

 - for terminated or laid off employees, all accumulated hours in the employee's bank shall be paid out in total on their final pay.
 - The overtime accumulation may be for forty (40) or eighty (80) hours and once declared the arrangement shall be in effect until these have been accumulated each year and thereafter until notice is provided to change their declaration.
- 2. Employees will be allowed to book their accumulated banked time under the following conditions:
 - a) all banked overtime earned as at December 31 each year must be taken between January 1st and December 31st of the following year. Any accumulated banked overtime from the prior year not taken by December 31st of the following year will be paid out to the employee.

- b) employees who have accumulated forty (40) hours banked overtime shall be entitled to utilize the time in no less than single day increments. Employees who have accumulated eighty (80) hours of banked overtime shall be required to utilize a minimum of forty (40) hours in a block of one (1) week and their remaining forty (40) hours banked may be utilized in no less than single day increments.
- c) all requests for banked overtime days must be submitted in writing with twenty-one (21) days prior notice.
- d) time off requests will be approved at the Company discretion.

APPENDIX "C"

COVERS HEALTH AND WELFARE PLAN ALBERTA, SASKATCHEWAN, MANITOBA AND THE NORTHWEST TERRITORIES

SECTION 1. - HEALTH & WELFARE PLAN

The Employer shall provide the Prairie Teamsters Health and Welfare Plan to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

- (a) Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare Plan, shall join the Plan immediately.
- (b) Any regular employee or member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
- (c) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf. Failure by the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) of each month, to the Trustees will cause the Company to be liable for any claims arising thereof.
- (d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- (e) The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
- (f) Medical, Surgical and Obstetrical coverage in accordance with the Standard Plan of Service provided by Medicare in the province in which the employee is domiciled.
- (g) Part-time employees shall not be eligible for the Health and Welfare Plan in any event.

SECTION 2. SICK/PERSONAL LEAVE

(Applicable to employees hired prior to November 4, 1987).

After three (3) months of employment, each employee will receive, on a calendar year basis, five (5) days of personal/sick leave, of which three (3) days are paid at their regular hourly rate of pay.

After completion of one year of service, employees will begin to accumulate additional personal / sick days as per the Collective Agreement.

Sick/Personal Leave may be used for the reasons as identified in the Canada Labour Code and as prescribed on the Company form.

For clarification purposes, all maximum entitlements remain the same as per the Collective Agreement.

- (a) All regular employees who have one (1) continuous year's service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of thirty (30) days. The accumulation of said sick leave to be based on the following provisions:
 - i. The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date they complete one (1) year of continuous employment.
 - ii. The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for one-half (1/2) day in that month including vacation and General

Holidays.

iii Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.

iv **The provisions of Appendix "D" 3(b) shall apply.**

(b) Paid sick/personal days shall be applied as follows to the maximum entitlement:

i. One **(1) full** day's pay for the first day provided that day is a regular work day.

ii One (1) full days pay for each **of the successive days** provided those days are regular work days, **to the maximum entitlement.**

iii A day's pay for hourly paid employees will be eight (8) hours pay at the regular hourly rate for their classification. A day's pay for Line Drivers will be ten (10) hours pay at the work time rate.

iv It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.

(c) Any proven abuse of the Sick Leave Provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

(d) Effective date of ratification, employees age fifty-five (55) and older, who give the Company notice of retirement, shall have their unused sick leave bank entitlement paid out by the Company as part of their final pay.

APPENDIX "C-1"

COVERS HEALTH AND WELFARE PLAN BRITISH COLUMBIA AND THE YUKON TERRITORY

TEAMSTERS' NATIONAL BENEFIT PLAN

Plan A

SECTION 1. PARTICIPATION

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Benefit Plan (the Plan) as amended from time to time.

SECTION 2 BOARD OF TRUSTEES

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

SECTION 3. TRUST AGREEMENT

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established July 1, 1971 and revised on November 26, 1990.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

SECTION 4. PLAN ADMINISTRATION

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation. Benefits provided will be determined by the Trustees and will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

SECTION 5. ELIGIBILITY CONDITIONS

- (a) Any member of the Union who is a regular employee on the date of this Agreement shall join the Plan on the first day of the month following the date of this Agreement.
- (b) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a regular employee.
- (c) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which they commence work with the Company, and who becomes a regular employee, shall join the Plan on the later of their date of hire or the day following termination of their previous coverage.
- (d) If an employee whose coverage has been terminated due to lay-off or any other temporary interruption of work, is recalled and works a minimum of one shift, coverage for the weekly indemnity and long term disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.
- (e) For the purposes of this Appendix "C-1", a regular employee or member of the Union hired pursuant to this Agreement, shall include a dependent contractor as defined in the appropriate section(s) of this Agreement.
- (f) Notwithstanding the provisions of this section, any employee not covered under the Plan who is absent from work due to layoff, leave of absence, disability or any other temporary interruption of employment on the date coverage would normally take effect shall not be eligible to become covered until the date on which they return to active employment and works one shift. Coverage for all benefits except weekly indemnity and long term disability will be established as of the first day of the month in which the return to work occurs. Weekly indemnity and long term disability benefits will be established as of the date of return to work.

SECTION 6. REHABILITATIVE EMPLOYMENT

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.

During such periods of "rehabilitative employment", it is agreed that:

- (a) The employee will be paid by the Company at their normal rate of pay for hours worked.
- (b) The duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

SECTION 7. BENEFITS

Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of BC (administration)

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

It is understood that, should the provision of Medical Services Plan of B.C. coverage be removed from the Plan, the Employer will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Employer. It is further understood that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

In the event that the Plan's weekly indemnity benefit is maintained at a level that will allow the Company to qualify for premium reduction under the Employment Insurance Act, the employees' share of such reduction (5/12) shall be retained by the Company as payment in kind for benefits provided.

SECTION 8. COSTS

The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more.

SECTION 9. PAYMENT OF CONTRIBUTIONS

- (a) Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Plan not later than the twentieth (20th) day of the month for which coverage is being provided.
- (b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

SECTION 10. TERMINATION OF COVERAGE

Except as provided under Section 5, subparagraph (e), hereunder,

- (a) All coverage under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.

- (b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverage will terminate at the end of the month in which termination of employment occurs.
- (c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

SECTION 11. FAILURE TO REMIT CONTRIBUTIONS

It is agreed that, if the Company fails, due to reasons other than clerical error, to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Benefit Plan but would have received had the Company remitted the required contributions. In the event of clerical error, the Company shall be liable for the payment of any benefits for which the Trustees are unable to obtain insurance due to late application.

SECTION 12. GENERAL

- (a) It shall be the responsibility of the Trustees of the Plan to provide all necessary enrolment and Administrative forms to the Company and, when necessary, the employee.
- (b) It shall be the responsibility of the Company to complete an Employer Authorization form enrolling eligible employees on the Plan. The employer shall provide the employees with the Member Data form necessary for dependent coverage and beneficiary appointment. Forms required to make claim under the Plan shall also be made available.
- (c) It shall be the responsibility of the employee to cause the Member Data form and claim forms to be completed and submitted to the Plan.
- (d) It shall be the responsibility of the Company to promptly provide the Plan with payroll information necessary for the adjudication of disability claims.

SECTION 13. SICK/PERSONAL LEAVE

(Applicable to employees hired prior to November 4, 1987).

After three (3) months of employment, each employee will receive, on a calendar year basis, five (5) days of personal/sick leave, of which three (3) days are paid at their regular hourly rate of pay.

After completion of one year of service, employees will begin to accumulate additional personal / sick days as per the Collective Agreement.

Sick/Personal Leave may be used for the reasons as identified in the Canada Labour Code and as prescribed on the Company form.

For clarification purposes, all maximum entitlements remain the same as per the Collective Agreement.

- (a) All regular employees who have one (1) continuous year's service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of thirty (30) days. The accumulation of said sick leave to be based on the following provisions:
 - i. The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date they complete one (1) year of continuous employment.
 - ii. The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for one-half (1/2) day in that month including vacation and General Holidays.
 - iii. Employees absent from work due to leave of absence for any reason, or sickness and

compensation, will not accumulate sick leave during this absence.

iv **The provisions of Appendix "D" 3(b) shall apply.**

(b) **Paid sick/personal days shall be applied as follows to the maximum entitlement:**

i. One **(1) full** day's pay for the first day provided that day is a regular work day.

ii One (1) full days pay for each **of the successive days** provided those days are regular work days, **to the maximum entitlement.**

iii A day's pay for hourly paid employees will be eight (8) hours pay at the regular hourly rate for their classification. A day's pay for Line Drivers will be ten (10) hours pay at the work time rate.

iv It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.

(c) Any proven abuse of the Sick Leave Provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

(d) Effective date of ratification, employees age fifty-five (55) and older, who give the Company notice of retirement, shall have their unused sick leave bank entitlement paid out by the Company as part of their final pay.

APPENDIX "D"

ALL AREAS - PAY AND WORKING CONDITIONS FOR REGULAR EMPLOYEES

(Hired after November 3, 1987)

1. For all regular employees hired on or after January 1, 1990, the following New Hire Rates will apply:
 1. For the first six (6) months of employment each employee will be paid two dollars (\$2.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
The appropriate mileage rate as stipulated in the Collective Agreement will be reduced by \$0.0444 per mile.
 2. For the second six (6) months of employment, each employee will be paid one dollar fifty cents (\$1.50) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by \$0.0333 per mile.
 3. For the third six (6) months of employment, each employee will be paid one dollar (\$1.00) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by \$0.0222 per mile.
 4. For the fourth six (6) months of employment, each employee will be paid fifty cents (\$0.50) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by \$0.0111 per mile.
 5. Upon completion of the second full year of employment, employees will receive the appropriate regular hourly and mileage rates as stipulated in the Collective Agreement.
2. For all regular dock employees hired after November 22, 2013, the following dock new hire rates shall apply:
 1. The rate of pay shall be four dollars (\$4.00) less than the appropriate hourly rate.
Beginning January 1, 2015 the following new hire rate shall apply:
 2. For the first twelve (12) months of employment each employee will be paid four dollars (\$4.00) less than the appropriate regular hourly rate of pay as stipulated in the collective Agreement.
 3. For the second twelve (12) months of employment each employee will be paid three dollars (\$3.00) less than the appropriate regular hourly rate of pay as stipulated in the collective Agreement.
 4. For the third twelve (12) months of employment each employee will be paid two dollars (\$2.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
 5. For the fourth twelve (12) months of employment each employee will be paid one dollar (\$1.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
 6. After completion of forty-eight (48) months of employment employees will receive the appropriate regular hourly rates as stipulated in the Collective Agreement.
3. Section 6 - Sick Leave Provision of Appendix "C" and "C-1", for Regular employees hired after November 3, 1987 will apply as follows:
 - (a) Regular employees will begin accumulation of sick leave on the start of the pay period immediately following the completion of one (1) year of continuous employment.
 - (b) Regular employees will accumulate sick days at the rate of one half (1/2) day per employed month to a maximum of eight (8) days.

Except as provided above, all other conditions of Appendix "C" **Section 2** and "C-1" **Section 13** will apply

APPENDIX "E"

WAGE RATES:

Employees in the Teamsters pension plans will have their hourly rates adjusted using the Total Compensation Methodology Formula, as follows:

$$(\text{TST-CF Express Hourly Top Rate} \times 6\%) - \text{Teamsters Pension Contribution rate} = \text{Adjusted Hourly Rate}$$

Appendix 'E' – Company Pension Plan

		1-Jan-2021	1-Jan-2022	1-Jan-2023	1-Jan-2024	1-Jan-2025
AB						
	Driver	\$ 27.64	\$ 28.24	\$ 28.84	\$ 29.44	\$ 30.04
	Dock	\$ 27.26	\$ 27.86	\$ 28.46	\$ 29.06	\$ 29.66
	Dock (part-time)	\$ 20.39	\$ 20.99	\$ 21.59	\$ 22.19	\$ 22.79
BC						
	Driver	\$ 27.64	\$ 28.24	\$ 28.84	\$ 29.44	\$ 30.04
	Dock	\$ 27.26	\$ 27.86	\$ 28.46	\$ 29.06	\$ 29.66
	Dock (part-time)	\$ 20.39	\$ 20.99	\$ 21.59	\$ 22.19	\$ 22.79

SASK/MB						
	Driver	\$ 25.90	\$ 26.60	\$ 27.30	\$ 28.00	\$ 28.70
	Dock	\$ 25.45	\$ 26.15	\$ 26.85	\$ 27.55	\$ 28.25
	Dock (part-time)	\$ 19.81	\$ 20.51	\$ 21.21	\$ 21.91	\$ 22.61

YK						
	Driver / Dock	\$ 28.16	\$ 28.76	\$ 29.36	\$ 29.96	\$ 30.56
	Part-Time Employee	\$ 25.57	\$ 26.17	\$ 26.77	\$ 27.37	\$ 27.97

Appendix 'E' - Teamster Pension Plan

		1-Jan-2021	1-Jan-2022	1-Jan-2023	1-Jan-2024	1-Jan-2025
AB						
	Driver	\$ 26.80	\$ 27.33	\$ 27.87	\$ 28.41	\$ 28.94
	Dock	\$ 26.40	\$ 26.93	\$ 27.47	\$ 28.00	\$ 28.54
	Pension Contribution	\$ 2.50	\$ 2.60	\$ 2.70	\$ 2.80	\$ 2.90

BC						
	Driver	\$ 26.70	\$ 27.23	\$ 27.77	\$ 28.31	\$ 28.84
	Dock	\$ 26.30	\$ 26.83	\$ 27.37	\$ 27.90	\$ 28.44
	Pension Contribution	\$ 2.60	\$ 2.70	\$ 2.80	\$ 2.90	\$ 3.00

SASK/MB						
	Driver	\$ 24.95	\$ 25.60	\$ 26.24	\$ 26.88	\$ 27.52
	Dock	\$ 24.48	\$ 25.12	\$ 25.76	\$ 26.40	\$ 27.05
	Pension Contribution	\$ 2.50	\$ 2.60	\$ 2.70	\$ 2.80	\$ 2.90

YK						
	Driver / Dock	\$ 27.25	\$ 27.79	\$ 28.32	\$ 28.86	\$ 29.39
	Pension Contribution	\$ 2.60	\$ 2.70	\$ 2.80	\$ 2.90	\$ 3.00

	Classification	Current
	Journeyman Mechanic	34.01
	Journeyman Mechanic w/CVI	36.61
	Journeyman Welder	32.40
	Journeyman Welder w/CVI	33.96
	Journeyman Commercial Trailer Mechanic	31.22
	Journeyman Commercial Trailer Mechanic w/CVI	32.78
	Tire Person and non-licensed Serviceman	24.29
	Wash Person	23.39
	Wash Person (part-time)	19.75

EFFECTIVE DATES OF CHANGES IN THIS AGREEMENT.

1. Should the Company establish a Service Centre with the regular pickup and delivery area of an existing Service Centre, the Company and the Union shall meet to discuss the establishment of such a Service Centre.
2. The Company agrees to continue payment of the five cents (5¢) per hour Teamsters Advancement Fund fee for those employed in the jurisdiction of Teamster Locals 31, 362, 395, 979 and 213.
3. Effective on the date of ratification, the Company agrees that it will not require part-time employees who change status to regular employee status, to serve a second probationary period.
4. The Company agrees to the continuance of the Company Pension Plan for the duration of the term of this Agreement. The basic Plan will remain unchanged for the term of this Agreement.

The Company commits to the following contribution to the Company Pension Plan during the term of this Agreement:

January 1/09
6.0%

APPENDIX "F"

TEAMSTERS PRAIRIE PROVINCES PENSION PLAN - ALL DRIVERS, DOCKWORKERS, and MAINTENANCE SHOP EMPLOYEES.

The total compensation methodology will be applied to the wage rates in Appendix "E" for the Employees in the Teamster Pension Plans which the Company contribution will increase \$.10 in each year of the Collective Agreement.

Current TST- CF Express employees will be offered a one-time opportunity to switch to the respective Teamster Pension Plans

A. Regular hourly rated employees - Locals 362, 395 and 979

Effective January 1, 2009- The Company will contribute two dollars forty (\$2.40) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2012- The Company will contribute two dollars forty (\$2.40) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2021 - The Company will contribute two dollars fifty (\$2.50) per hour for each hour for which wages are payable, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2022 - The Company will contribute two dollars sixty (\$2.60) per hour for each hour for which wages are payable, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2023 - The Company will contribute two dollars seventy (\$2.70) per hour for each hour for which wages are payable, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2024 - The Company will contribute two dollars eighty (\$2.80) per hour for each hour for which wages are payable, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2025 - The Company will contribute two dollars ninety (\$2.90) per hour for each hour for which wages are payable, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

B. Linehaul Drivers - Locals 362, 395 and 979

Effective January 1, 2009- The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and forty cents (\$2.40) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2012- The Company will contribute five point three three three three (5.3333) cents per mile

for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and forty cents (\$2.40) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2021 - The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2022 - The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and sixty cents (\$2.60) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2023 - The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and seventy cents (\$2.70) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2024 - The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and eighty cents (\$2.80) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2025 - The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and ninety cents (\$2.90) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following twelve (12) months of full time employment, to the Prairie Teamsters Pension Plan.

- C. Contributions and remittances referred to in A and B above, shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.
- D. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as

follows;

1. The Union will advise the Company, in writing, of any delinquency.
2. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
3. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

APPENDIX F-1

TEAMSTERS' NATIONAL PENSION PLAN

The total compensation methodology will be applied to the wage rates in Appendix "E" for the Employees in the Teamster Pension Plans which the Company contribution will increase \$.10 in each year of the Collective Agreement.

Current TST- CF Express employees will be offered a one-time opportunity to switch to the respective Teamster Pension Plans

SECTION 1. PARTICIPATION

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Pension Plan (the Plan) as amended from time to time.

SECTION 2. BOARD OF TRUSTEES

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

SECTION 3. TRUST AGREEMENT

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established January 1, 1982 and amended by the Trustees from time to time.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

SECTION 4. PLAN ADMINISTRATION

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation.

SECTION 5. ELIGIBILITY CONDITIONS

- (a) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee **completes twelve (12) months of full-time seniority**.
- (b) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which they commence work with the Company, and who becomes a regular employee, shall join the Plan on the later of their date of hire or the day following termination of their previous coverage.

It is understood that any person who is not subject to the terms of this Agreement, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

SECTION 6. BENEFITS

Benefits provided by the Plan are established by the Board of Trustees.

SECTION 7. CONTRIBUTIONS

- (a) The cost of contributions to the Plan shall be borne wholly by the Company.
- (b) The Company shall contribute in respect of each employee in accordance with the following:

<u>Effective Date</u>	<u>Amount Per Hour</u>
January 1, 2014	\$2.50

January 1, 2015	\$2.50
January 1, 2016	\$2.50
January 1, 2021	\$2.60
January 1, 2022	\$2.70
January 1, 2023	\$2.80
January 1, 2024	\$2.90
January 1, 2025	\$3.00

(c) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- All hours worked
- Periods of Paid vacation
- Jury Duty
- Bereavement leave
- Statutory holidays
- Special Personal floating holiday
- Banked Overtime taken

No contributions are required to be paid for:

- Change in shift penalty
- Call time - where a call involves a four hour minimum embodying call time and hours worked, contributions are only required for hours worked.
- Severance allowance.
- Non-work hours as described in Section 8, hereunder.

(d) In no case shall the employer remit hours in excess of 40 hours per week or 2080 hours per year.

- (e)
- (i) Contributions shall be made on a calendar month basis for each eligible employee and the Company shall submit the total contribution to the Trust aforesaid, not later than the 20th day of the following month.
 - (ii) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.
 - (iii) The Company acknowledges that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
 - (iv) The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed 2% per month from the date such contributions were due to the date of receipt by the Plan Administrator.
 - (v) The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the Trustees for such costs.

SECTION 8. NON-WORK HOURS

In order that the Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Company agrees to provide, on a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board, Weekly Indemnity or Long Term Disability Benefits under a group insurance plan provided pursuant to this Agreement or Maternity / Parental or Disability Benefits under the Employment Insurance Act.

This report shall be provided no later than the 20th day of the month following the month in which the employee suffered loss of hours due to disability or maternity.

LETTER OF UNDERSTANDING #1

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS

RE: CONVERSION TO OWNER OPERATORS/INDEPENDENT CONTRACTORS

The parties agree that where the Company deems it practical to do so, the Company may convert some or all of its operation within the specified terminals below to an Owner Operator model.

The locations to be converted are:

- Prince Rupert, BC
- Terrace, BC
- Smithers, BC
- Fort Nelson, BC
- Medicine Hat, AB
- Red Deer, AB
- Lloydminster, SK

When a conversion opportunity has been identified, the Company will notify the Union and the affected Employees at least thirty (30) days in advance of the conversion.

It is understood that an Owner Operator will not be hired to displace an existing Teamster member.

In the event an hourly employee will be affected, they will be given the first right of refusal (based on seniority) to select a conversion option, which will include:

1. An opportunity to accept the conversion under the terms and conditions as agreed to by the Company and the Union (see "Owner Operator Business Agreement")
 - a. If an hourly driver elects to become an Owner Operator, where available, the Owner Operator will have an opportunity to purchase a Company truck at current book value.
2. Elect to take a severance package equivalent to two (2) days of regular pay at their current rate, per year of service, rounded up for any part thereof.
3. Opt to exercise a one-time Company transfer (with seniority) to Linehaul or any other Dock/Driving position within another existing TST-CF EXPRESS terminal. The transferred employee will not have bumping privileges but will maintain Company service for vacation and rate of pay purposes.
4. Remain as company employee.

Employees will have ten (10) calendar days to exercise their option.

The working Service Centre Manager/Owner Operator Manager (Working Agent) will not be laid off ahead of Teamster members in the event of work slowdown.

The Owner Operators will remain a Member in good standing with the Union. In addition, the Owner Operator will be eligible to participate in the respective Teamster Health & Welfare Plan on the first of the month following the conversion date.

SIGNED THIS DAY OF , 2021

PARTY OF THE FIRST PART:
TST-CF Express

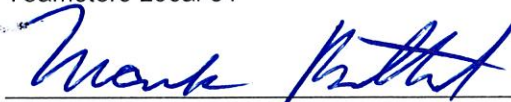
PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Tim Christensen
Vice President



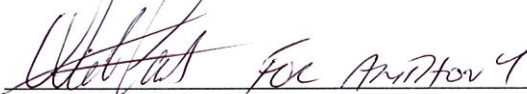
Mike Hennessy, Business Agent
Teamsters Local 31



Mark Bethel, Business Agent
Teamsters Local 31




Tom Brown, Business Agent
Teamsters Local 31




Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hryciuk, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #2

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(ereinafter referred to as the Union)

RE: COMPANY LINEHAUL BIDS

The Company agrees to implement a Linehaul Bid review, which shall include one (1) Shop Steward and the Manager of Central Line Control, West.

The purpose of the Line Haul Bid **review** shall be to review the present lanes being serviced by the Company to determine the structure and number of bids to be presented for the Employee's consideration during the bidding process. The Company shall provide the meaningful information required to complete the task.

SIGNED THIS DAY OF , 2021

PARTY OF THE FIRST PART:

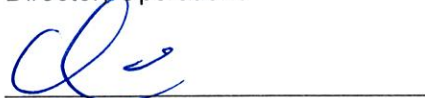
TST-CF Express



Tim Christensen
Vice President




Jim Hadden
Director, Operations



Kim Glenn
Director, Human Resources

PARTY OF THE SECOND PART:

Western Canada Council of Teamsters



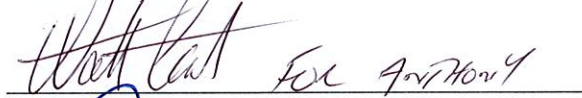
Mike Hennessy, Business Agent
Teamsters Local 31



Mark Bethel, Business Agent
Teamsters Local 31



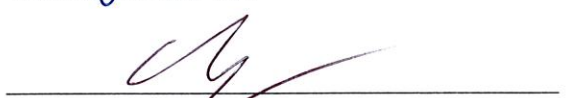
Tom Brown, Business Agent
Teamsters Local 31



Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hryciun, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395


Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #3

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

RE: COMPANY DEFINED CONTRIBUTION (DC) PENSION PLAN

Effective January 1, 2021, the Company will offer current employees a one-time opportunity to switch to the respective Teamster pension plans in their regions. All new employees hired on or after January 1, 2018, upon reaching the eligibility requirements (12 months of full-time seniority) shall be enrolled in the respective Teamster pension plans.

SASK/MB effective April 1, 2019 all new employees upon reaching the eligibility requirements (12 months of full-time seniority) shall be enrolled in the respective Teamster pension plans.

The Teamster Pension Plan is not applicable to those employees in the Kelowna Terminal.

Employees that choose to switch to the Teamsters pension plans will have their hourly rates adjusted using the Total Compensation Methodology Formula, previously applied to former Byers employees, as follows:

$(\text{TST-CF EXPRESS Hourly Top Rate} \times 6\%) - \text{Teamsters Pension Contribution rate} = \text{Adjusted Hourly Rate}$

*Linehaul mileage rates are adjusted accordingly.

SIGNED THIS

DAY OF

, 2021

PARTY OF THE FIRST PART:

TST-CF Express

PARTY OF THE SECOND PART:

Western Canada Council of Teamsters



Tim Christensen
Vice President



Mike Hennessy, Business Agent
Teamsters Local 31



Jim Hadden
Director, Operations



Mark Bethel, Business Agent
Teamsters Local 31



Kim Glenn
Director, Human Resources



Tom Brown, Business Agent
Teamsters Local 31



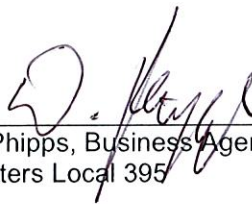
Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hryciuk, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #4

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

RE: VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM FOR LINEHAUL DRIVERS

At the Employers option, once per calendar year for a period of sixty (60) calendar days, throughout the term of the Agreement, a Voluntary Early Retirement Incentive Program for line drivers will be offered as follows:

- Any Line Haul Driver age fifty-five (55) years and older can elect to take a one-time lump sum payment of forty thousand dollars (\$40,000.00)

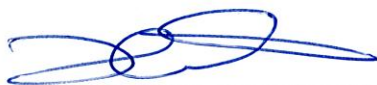
Should the Voluntary Early Retirement Incentive Program in conjunction with the natural attrition of the Line Haul workforce, result in a reduction in the number of Line Haul power units guaranteed under Article 11.14 the Union agrees to disregard the guarantees in the Article for the term of the Collective Agreement.

The parties further understand that on January 1, **2021**, the number of Linehaul units that are represented in the fleet, as a result of the Voluntary Early Retirement Program and natural attrition, at that time, will become the new tractor unit guarantee but shall not exceed **twenty six (26)** Units.

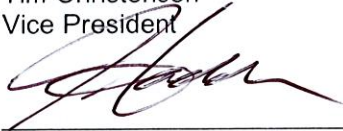
SIGNED THIS DAY OF , 2021

PARTY OF THE FIRST PART:
TST-CF Express

PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Tim Christensen
Vice President



Jim Hadden
Director, Operations



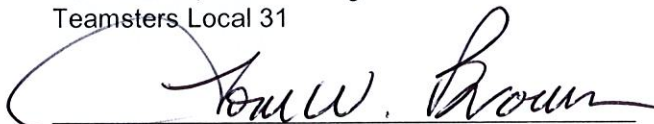
Kim Glenn
Director, Human Resources



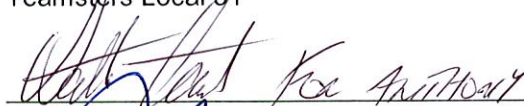
Mike Hennessy, Business Agent
Teamsters Local 31



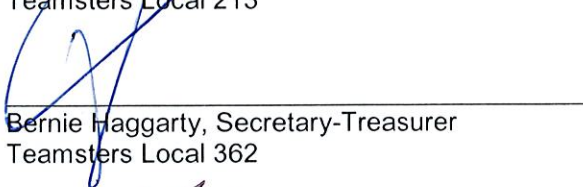
Mark Bethel, Business Agent
Teamsters Local 31



Tom Brown, Business Agent
Teamsters Local 31




Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hryciuk, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #5

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

At all Company locations, TST-CF Express shall not cause a loss of work or jobs by shifting any present work to any other associated entity during the term of this collective agreement.

SIGNED THIS

DAY OF

, 2021

PARTY OF THE FIRST PART:
TST-CF Express


PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Tim Christensen
Vice President



Jim Hadden
Director, Operations



Kim Glenn
Director, Human Resources



Mike Hennessy, Business Agent
Teamsters Local 31



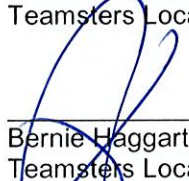
Mark Bethel, Business Agent
Teamsters Local 31



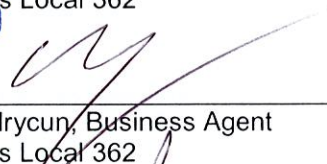
Tom Brown, Business Agent
Teamsters Local 31



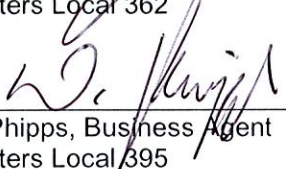
Anthony Krieger, Business Agent
Teamsters Local 213



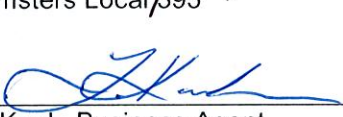
Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hryciuk, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #6

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

To provide additional Health & Welfare coverage in Alberta, Saskatchewan and Manitoba, employees shall have fifteen dollars (\$15.00) deducted towards the cost of the Health and Welfare Plan.


SIGNED THIS

DAY OF


, 2021

PARTY OF THE FIRST PART:
TST-CF Express


PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Tim Christensen
Vice President



Mike Hennessy, Business Agent
Teamsters Local 31



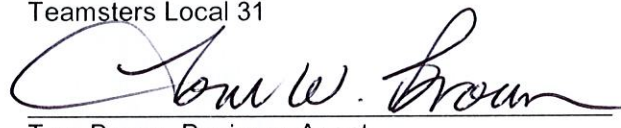
Jim Hadden
Director, Operations



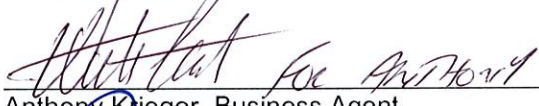
Mark Bethel, Business Agent
Teamsters Local 31



Kim Glenn
Director, Human Resources




Tom Brown, Business Agent
Teamsters Local 31



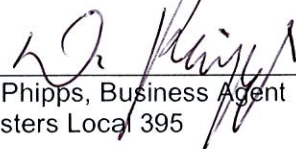
Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hrycun, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #7

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

RE: NEW LETHBRIDGE TERMINAL SPECIAL OPERATING CONSIDERATIONS

TST-CF Express has notified the Teamsters of its intention to re-open its operations in Lethbridge, AB on September 16, 2017. There are some unique operational considerations and as a result, the parties agree to the following:

1. The initial headcount in Lethbridge will exceed the allowable limit for a "Working Agent", as outlined in Article 2.08. However, the Company requires the flexibility for the Terminal Manager to be a Working Agent in order for this location to be viable. Therefore, the Union agrees to allow a "Working Agent" in Lethbridge.
2. Alberta Health Services (referred to as the "laundry run") is a special dedicated account with dedicated drivers and rates. These runs are considered short-haul and use the daily highway motor transport vehicle operator rules. This means although the Drivers operate from the City P & D fleet, they are paid their regular rate of pay per hour for the first ten (10) hours in a day or fifty (50) hours in a week. Overtime at one and a half (1.5) times the standard rate of pay would only be applicable after these thresholds are met.
3. The Company and the Union agree to discuss and meet in a timely manner should issues arise as a result of this Letter of Understanding.

SIGNED THIS DAY OF , 2021

PARTY OF THE FIRST PART:
TST-CF Express



Tim Christensen
Vice President



Jim Hadden
Director, Operations



Kim Glenn
Director, Human Resources

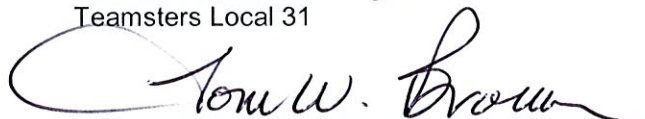
PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Mike Hennessy, Business Agent
Teamsters Local 31



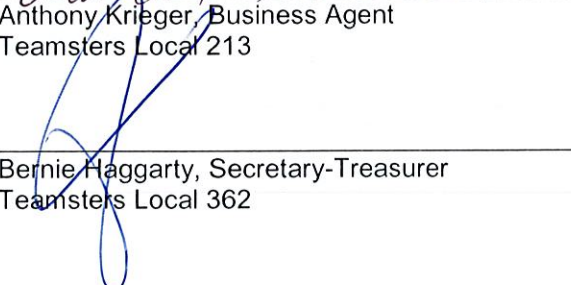
Mark Bethel, Business Agent
Teamsters Local 31




Tom Brown, Business Agent
Teamsters Local 31



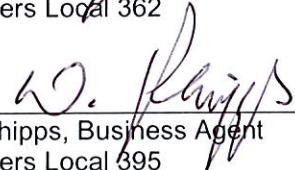
Anthony Krieger, Business Agent
Teamsters Local 213




Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hrycun, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #8

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

RE: CAR EMPLOYEES (Alberta only)

The Company shall make every effort to provide car employees two (2) consecutive days off knowing that from time to time this may not be possible.


A work week shall be from 00:01 Sunday to 23:59 the following Saturday.

This Letter of Understanding shall be for Alberta only and shall expire at the end of the contract.


SIGNED THIS **DAY OF** , 2021

PARTY OF THE FIRST PART:
TST-CF Express

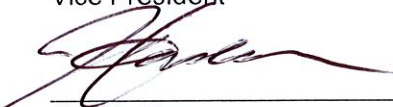
PARTY OF THE SECOND PART:
Western Canada Council of Teamsters




Tim Christensen
Vice President



Mike Hennessy, Business Agent
Teamsters Local 31



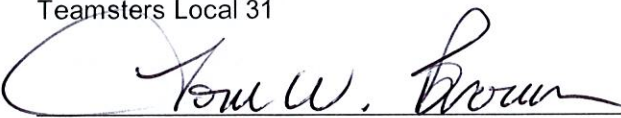
Jim Hadden
Director, Operations



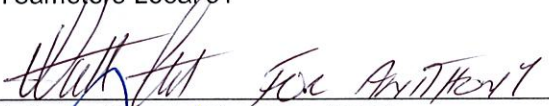
Mark Bethel, Business Agent
Teamsters Local 31



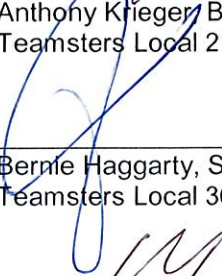
Kim Glenn
Director, Human Resources




Tom Brown, Business Agent
Teamsters Local 31



Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hryciuk, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

Letter of Understanding #9 – CF Direct

BETWEEN

TST-CF EXPRESS (the Company) and
TEAMSTERS LOCAL UNION NO. 31 (the Union)

RE: Assignment of Dedicated Work in the Burnaby Terminal

History:

TST-CF Express is a LTL carrier. Traditionally the Burnaby Terminal operated a majority outbound dock. In 2015 a major customer was secured resulting in a large influx of inbound freight. Although great strides have been made to improve service and on time performance, after two years of not achieving all the targets required, it's become imperative that the Company move in a different direction. The Company will be dividing the Burnaby Terminal into two separate and segregated operational Units. This will enable the teams to better service their dedicated customer as well as their traditional LTL customers.

In order to accomplish this, **and to facilitate growth**, the following will transpire **after ratification**:

1. The work (and assets) will remain separated operationally and will run as two (2) segregated **Service Centres**. This will impact Dock, Drivers and Hostlers.
2. The master seniority roster will remain as a whole, however all posted shifts will be separated into two (2) working seniority units (**Service Centres**): **TST-CF EXPRESS LTL and CF DIRECT**. Upon ratification, the Company will **repost all positions within each Service Centre**. These postings will be in effect until such time as there are layoffs or a Service Centre closure.
3. Internal bid positions not filled will then be posted at the other Service Centre. Any remaining bid positions, the Company will then hire from outside.
4. The daily operations of each **Service Centre** is separate and **does** not affect the other. Work hours, overtime, statutory holidays, vacation, call as required and daily guarantees apply only to each Service Centre individually.
5. There is no change to pay rates or step scales as the current Collective Agreement prevails.
6. Although employees are not permitted to move back and forth between the two **Service Centres** the one exception is in the event of an expected lay-off greater than **seven (7)** days. Seniority shall prevail in these circumstances and the affected employee(s) will have the option to take the lay-off or bump a junior employee from the other **Service Centre**.

Once an employee has been laid off and has bumped into the new Service Centre they have the right to bid on any posting in the new Service Centre. If they remain on call and the work returns at their original Service Centre they must revert back to their original Service Centre.

Part-Time employees cannot be used to deprive all regular seniority employees their regular hours of work.

7. **In the event of a Service Centre closure the affected employees will bid/bump in seniority order to the remaining Service Centre. Any employee who does not hold a bid will have the option to collect severance pay as per the Collective Agreement or accept a layoff which they will fall under the layoff recall rights under the Collective Agreement.**
8. In the event that TST-CF Express relocates one of the Service Centres to another location, the Company agrees to re-bid all shifts as a result.
9. Unless identified in this Letter of Understanding, all remaining conditions of the current TST-CF Express Collective Agreement will apply to both Service Centres.

SIGNED THIS DAY OF

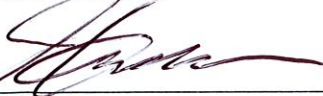
, 2021

PARTY OF THE FIRST PART:

TST-CF Express



Tim Christensen
Vice President



Jim Hadden
Director, Operations



Kim Glenn
Director, Human Resources

PARTY OF THE SECOND PART:

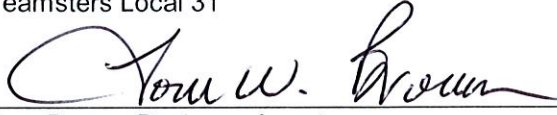
Western Canada Council of Teamsters



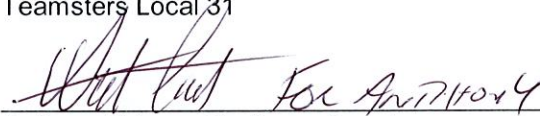
Mike Hennessy, Business Agent
Teamsters Local 31



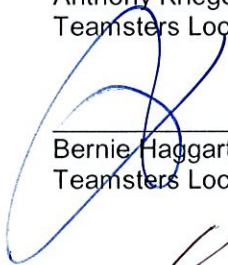
Mark Bethel, Business Agent
Teamsters Local 31



Tom Brown, Business Agent
Teamsters Local 31



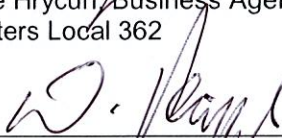
Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



Chance Hrycun, Business Agent
Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



Les Kauk, Business Agent
Teamsters Local 979

LETTER OF UNDERSTANDING #10

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

RE: COMPOSITE MILEAGE GOOGLE MAPS TRIAL FOR EDMONTON TO WHITEHORSE

A. Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment enroute and reports.

B. The authority to determine the number of miles driven on the Edmonton to Whitehorse run only will be Google Maps. The calculated distance will be determined from the address of each two TST-CF Express Service Centers. The route calculated will be provided to the Union and the Line haul Employee with a detailed summary. The Company will not unjustly deny the Union's request to review the route for a justifiable reason.

C. In the event of a discrepancy between the miles as provided by "B" above and the actual miles driven, the designated representatives of the parties will meet to resolve the discrepancy. In the event of a failure to resolve the discrepancy, the designated representatives will together measure the disputed mileage within fourteen (14) days following such meeting. Such measured mileage will be implemented at the start of the pay period immediately following the measurement.


Driving of a tractor without trailer shall be paid for on the same basis as driving tractor.

SIGNED THIS DAY OF , 2021

PARTY OF THE FIRST PART:
TST-CF Express



Tim Christensen
Vice President




Jim Hadden
Director, Operations




Kim Glenn
Director, Human Resources

PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



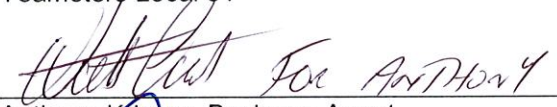
Mike Hennessy, Business Agent
Teamsters Local 31



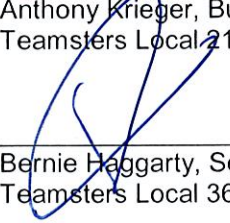
Mark Bethel, Business Agent
Teamsters Local 31



Tom Brown, Business Agent
Teamsters Local 31



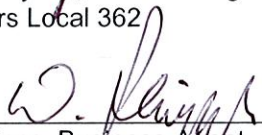
Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



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Teamsters Local 362



Dave Phipps, Business Agent
Teamsters Local 395



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Teamsters Local 979

LETTER OF UNDERSTANDING #11

BETWEEN

TST-CF EXPRESS

AND

WESTERN CANADA COUNCIL OF TEAMSTERS

RE: HOURS OF WORK APPENDIX B AND B-1; Four (4) ten (10) hour shifts that include a Saturday or Sunday

Where the four (4) ten (10) hour shift include Saturday or Sunday the employee is entitled to have three (3) days off, two (2) of which must run consecutively.


Where the four (4) ten (10) hour shifts include Saturday and Sunday the four (4) shifts must run consecutively and the employee shall have three (3) consecutive days off.

Employees that work a shift that includes either Saturday or Sunday, will receive a shift differential of one dollar and fifty cents (\$1.50) for all hours worked on those shifts.

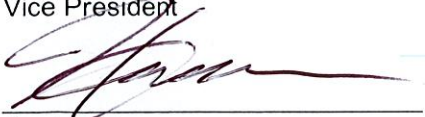
SIGNED THIS ____ DAY OF _____, 2021

PARTY OF THE FIRST PART:

TST-CF Express



Tim Christensen
Vice President



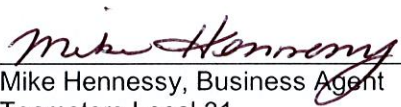
Jim Hadden
Director, Operations



Kim Glenn
Director, Human Resources

PARTY OF THE SECOND PART:

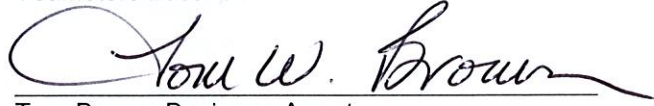
Western Canada Council of Teamsters



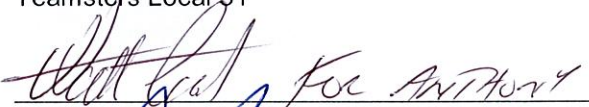
Mike Hennessy, Business Agent
Teamsters Local 31



Mark Bethel, Business Agent
Teamsters Local 31



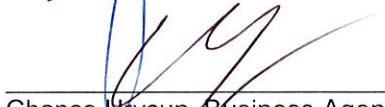
Tom Brown, Business Agent
Teamsters Local 31



Anthony Krieger, Business Agent
Teamsters Local 213



Bernie Haggarty, Secretary-Treasurer
Teamsters Local 362



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Teamsters Local 362



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Teamsters Local 979

LETTER OF UNDERSTANDING #12

BETWEEN: TST-CF EXPRESS

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the Union)

RE: SICK/PERSONAL LEAVE

History:

In September 2019, the Canada Labour Code implemented changes to add sick/personal days.

- Following three (3) months of employment, all employees are entitled to 3 paid personal days per calendar year.
- The Code also outlined the valid reasons for which these days could be used.
- The Labour Minister confirmed these days were not expected to be added to any Company who already provided the minimums as established. So provided the Company met or exceeded these new regulations, no changes were required.

When the new changes came into effect in September 2019, TST-CF Express had to amend their current sick day practice to ensure compliance. The Collective Agreement, as written, didn't provide sick days until an employee had at least one (1) year of service. It then took an employee six (6) months to accrue three (3) days. As this was no longer compliant, the following steps were taken to ensure full compliance:

- All employees after 3 months of continuous employment, were entitled to three (3) paid sick/personal days as set out in the Code.
- Each January, employees have three (3) days available for immediate use.
- The accrual in the Collective Agreement was still in place given there was the ability to earn six (6) days in a year to a maximum of eight (8) days in the sick bank.
- Employees were paid eight (8) hours for sick/personal time, not four (4) hours on day one as stipulated in the Collective Agreement.
- The reasons employees could claim their sick /personal days was expanded to meet the Code requirements.
- The Company developed a new form outlining all these changes.

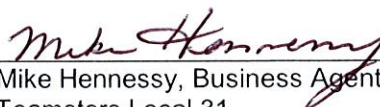
SIGNED THIS ____ DAY OF _____, 2021

PARTY OF THE FIRST PART:
TST-CF Express


PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Tim Christensen
Vice President



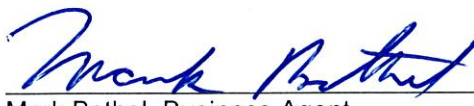
Mike Hennessy, Business Agent
Teamsters Local 31



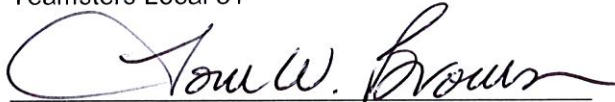
Jim Hadden
Director, Operations



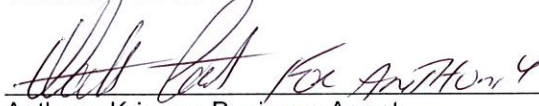
Kim Glenn
Director, Human Resources



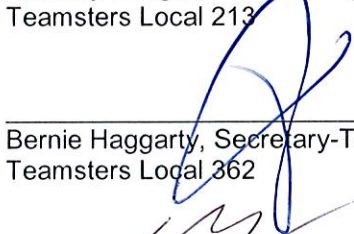
Mark Bethel, Business Agent
Teamsters Local 31



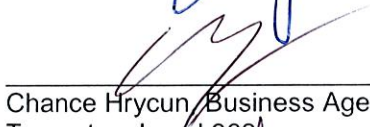
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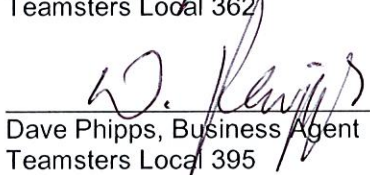
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Teamsters Local 362



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Teamsters Local 395



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Teamsters Local 979

LETTER OF UNDERSTANDING #13

BETWEEN

TST CF EXPRESS
AND
WESTERN CANADA COUNCIL OF TEAMSTERS

RE: Sick / Personal Days

During bargaining, the Union raised the issue regarding annual sick day pay-outs. As a result, the Company agrees to meet with the Western Canada Council of Teamsters in 2023 to discuss this issue.

SIGNED THIS ____ DAY OF _____, 2021

PARTY OF THE FIRST PART:
TST-CF Express

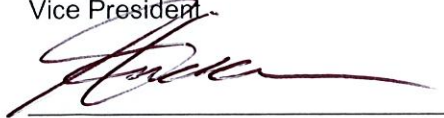
PARTY OF THE SECOND PART:
Western Canada Council of Teamsters



Tim Christensen
Vice President



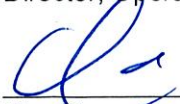
Mike Hennessy, Business Agent
Teamsters Local 31



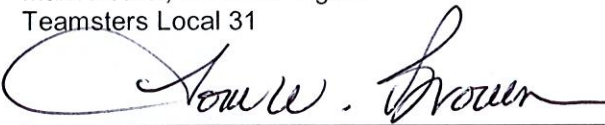
Jim Hadden
Director, Operations



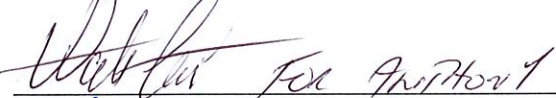
Mark Bethel, Business Agent
Teamsters Local 31



Kim Glenn
Director, Human Resources



Tom Brown, Business Agent
Teamsters Local 31



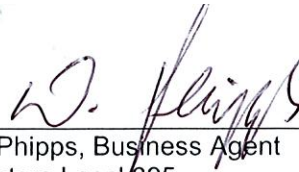
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