

THIS AGREEMENT ENTERED INTO THIS
16th DAY OF NOVEMBER, 2021

BETWEEN:

ENS TRANSPORT DIVISION OF MONARCH TRANSPORT (1975) LTD.

AND

GENERAL TEAMSTERS LOCAL UNION NO. 362
AND LOCAL UNION NO. 213

September 1, 2021 – August 31, 2026

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ARTICLE NO. 1 – SCOPE OF THIS AGREEMENT

- 1.01 The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company. The Canadian Industrial Relations Board has issued Certificate Number 8448-U that applies to this Collective Bargaining Agreement.

ARTICLE NO. 2 – UNION SECURITY

- 2.01 It is agreed that as a condition of employment, each employee shall become, and remain, a member in good standing of the Union.
- 2.02 The Union will supply the Company with application forms for Union Membership and dues deduction, which shall be signed by all new employees on the day on which the employee is hired. All completed copies of the Application for Membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.
- 2.03 The Employer shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code and date of hire.

The Monthly Check-Off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire;
- Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary employees included.

ARTICLE NO. 3 – CASUAL OR PART-TIME EMPLOYEES

- 3.01 Casual or part-time employees will be hired on a day-to-day basis, or as required, and shall be paid in no less beneficial a manner than regular employees of the Company.
- 3.02 Casual employees will not be used while the Company has regular employees available for, and willing to perform, the work.

ARTICLE NO. 4 – GENERAL

- 4.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, 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.
- 4.02 The Company shall always have the right to hire, and to discipline, demote, and discharge employees for proper and sufficient cause.

- 4.03 The Union agrees that during the life of this Agreement, there will be no strike, and the Company agrees that there will be no lock-outs.
- 4.04 The Union shall appoint or elect, from the regular employees, Shop Stewards, and shall notify the Company of such appointments or elections. The Company shall recognize the Shop Stewards, and shall not discriminate against them for lawful Union activity. Reasonable time shall be given to the Shop Stewards to carry out their duties.
- 4.05 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/or do not interfere with proper operations 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.
- 4.06 Authorized agents of the Union will request, and have, access to the Company's establishment during working hours, for the purpose of investigating conditions relating to the Union contract clauses, and shall in no way interrupt the Company's working schedule.
- 4.07 Labour Management Meetings – On the request of either party, Company representatives and employee representatives shall meet as required until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

ARTICLE NO. 5 – SENIORITY

- 5.01 Seniority shall be based on the length of continuous service as a Union employee has been on the payroll within the bargaining unit subject to Section 5.02 of this Article.
- 5.02 A Union employee shall lose all seniority rights for any one or more of the following reasons:
 - 1. voluntary resignation
 - 2. discharge for cause
 - 3. failure to return to work after layoff, subject to Section 5.03 of this Article.
 - 4. on a continuous layoff in excess of six (6) months.
 - 5. any employee who has been laid off for any reason, and who does not retain his membership in the Union, will not retain his seniority with the Company.
- 5.03 Seniority shall prevail in the event of layoffs, with the junior Union employee being laid off first, providing the senior man is capable of performing the remaining work.
- 5.04 The Company agrees to rehire laid off Union employees on a seniority basis, commencing with the last employee laid off. When recalling any Union employee to work after being laid off, he shall be notified by registered mail, directed to the Union employee's last known address, and such Union employee will be allowed a maximum of seven (7) days to return to work.
- 5.05 Company-authorized Leave of Absence for any reason other than ill health, shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of Leave of Absence over thirty (30) days shall be in writing and be agreed upon by the Union, the Company, and the employee concerned.
- 5.06 Company-wide seniority will prevail for purposes of job promotion, provided the Union employee is qualified for the available job. When an opening occurs, such opening shall be posted on the bulletin board.
- 5.07 The Company will post, every six (6) months, Union Seniority Lists on a Company-wide basis, and by classification. Copies of the current list will be provided to the Local Union. Any Union employee wishing to protest their seniority must do so within thirty (30) days of the posting of the Seniority List.

ARTICLE NO. 6 – SAFETY CONDITIONS

6.01 It is to the mutual advantage to both the Company and the employees, that employees should not operate vehicles which are not in safe operating condition, and not equipped with the safety appliances required by law. It is the responsibility of the employee to inspect the equipment and provide a written report (daily trip/trailer inspections) regarding the condition of the equipment. Deficiencies are required to be reported immediately to a supervisor. It shall be the duty of the Company to maintain all vehicles in a safe operating condition.

ARTICLE NO. 7 – RATES OF PAY

7.01 0 - 24 months of continuous employment:

Date of Ratification – Forty-one and one half cents (\$0.41.5) per mile

MILEAGE RATES	PER MILE
Date of Ratification	\$0.41.5
September 1, 2022	\$0.42.5
September 1, 2023	\$0.43.5
September 1, 2024	\$0.44.5
September 1, 2025	\$0.45.5

Work Time: Date of Ratification – Nineteen dollars and thirty-one cents (\$19.31) per hour.

Wait Time: Date of Ratification – Nineteen dollars and thirty-one cents (\$19.31) per hour.

WAGE RATES	(3%)
Date of Ratification	\$19.31
September 1, 2022	\$19.89
September 1, 2023	\$20.49
September 1, 2024	\$21.11
September 1, 2025	\$21.74

Wait time will be paid after sixty (60) minutes loading and/or unloading. The driver will be paid in excess of the sixty (60) minutes. The bill of lading must be signed legibly by the shipper or receiver, and dispatch must be advised immediately of the excess time before this time will be paid. In no event shall wait time exceed eight (8) hours for each stop during any twenty-four (24) hour period. Each trip shall be considered a separate wait time period.

Extra pick ups and deliveries: On all loads that require more than one (1) pick up or delivery, the driver will be paid at the rate of twenty seven dollars and fifty cents (\$27.50) for each additional pick up or delivery.

Safety Bonus: After one (1) month of service with the Company, the driver shall be entitled to a safety bonus of four and one half cents (\$0.045) per mile, based on the miles operated for the Company, for the preceding one (1) month, if the Company has realized Substantiated Preventable Equipment Damage or no insurance claims on behalf of the driver during this one (1) month period, and if, based on the Company carrier profile, there have been no violations under the National Safety Code during this one (1) month period.

- First Infraction: Fifty percent (50%) loss of bonus
- Second Infraction: Seventy-five percent (75%) loss of bonus
- Third Infraction: One hundred percent (100%) loss of bonus
- Preventable Accident: One hundred percent (100%) loss of bonus
- Substantiated Preventable Equipment Damage: One hundred percent (100%) loss of bonus

Any and all bonuses will be reviewed with, and paid to, the driver forty-five (45) days from the end of month for which the safety bonus applies. In the case of a driver quitting, the safety bonus will be paid out after sixty (60) days.

To receive the Safety bonus the driver must be employed by the Company at the time of payment and be in good standing.

7.02 24 months of continuous employment:

Date of Ratification – Forty-two and one half cents (\$0.42.5) per mile

MILEAGE RATES	PER MILE
Date of Ratification	\$0.42.5
September 1, 2022	\$0.43.5
September 1, 2023	\$0.44.5
September 1, 2024	\$0.45.5
September 1, 2025	\$0.46.5

Work Time: Date of Ratification – Nineteen dollars and thirty-one cents (\$19.31) per hour.

Wait Time: Date of Ratification – Nineteen dollars and thirty-one cents (\$19.31) per hour.

WAGE RATES	(3%)
Date of Ratification	\$19.31
September 1, 2022	\$19.89
September 1, 2023	\$20.49
September 1, 2024	\$21.11
September 1, 2025	\$21.74

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First Infraction: Fifty percent (50%) loss of bonus
 Second Infraction: Seventy-five percent (75%) loss of bonus
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Any and all bonuses will be reviewed with, and paid to, the driver forty-five (45) days from the end of month for which the safety bonus applies. In the case of a driver quitting, the safety bonus will be paid out after sixty (60) days.

To receive the Safety bonus the driver must be employed by the Company at the time of payment and be in good standing.

7.03 Layover – In the event that drivers are required to layover during any one (1) round trip or tour away from their home Terminals, they shall be compensated for layover time as follows:

The layover shall be paid at the rate of one hundred and fifty dollars (\$150.00) per day per layover. To be eligible for a layover, the employee must arrive at the client's terminal before twelve p.m. (12:00), Mountain Standard Time (MST).

The Company retains the right to address layovers longer than twenty-four (24) hours on a case by case basis.

7.04 City work is to be defined as a radius of fifty (50) miles from any particular city centre. The applicable hourly rate of pay would come into effect after the initial dispatch has been completed.

7.05 Program shall apply to all drivers working Canadian operations and US/Canadian Operations.

Program consists of drivers working for the Company, driving a minimum of ten thousand (10,000) miles per month. Appropriate paperwork for all trips must be handed into billing prior to cut off for the trip to be eligible.

For those drivers that achieve ten thousand (10,000) miles or more and supply the appropriate paperwork prior to cut off, the Company will pay a three hundred dollar (\$300.00) bonus.

Drivers must be an employee in good standing to receive the bonus.

7.06 Fuel Incentive Program

Program shall be separate for Canadian Drivers and US/Canada Drivers.

Program consists of total driver trip miles divided by total fuel consumed to determine average miles per gallon.

Monthly average is compared to predetermined baseline.

Baseline;	Canadian Operations	6.00 miles per Gallon
	US/Canadian Operations	7.25 miles per Gallon
	Gallon (Canadian Gallon)	

The Company will pay six cents (\$0.06) per mile based on trip miles driven by the driver.

Baseline must be met or exceeded to receive incentive.

Company will pay to those drivers with the Company as long as their average meets or exceeds the preset baseline for their operation.

ARTICLE NO. 8 – PAY AND WORKING CONDITIONS

8.01 All employees covered by this Agreement shall be paid not less than twice a month. For accounting purposes, the Company may defer payment of not more than ten (10) calendar days of earnings.

8.02 Upon discharge, the Company shall pay, as soon as possible, all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the payday in the week following such quitting.

8.03 The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee, 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 full explanation of any changes.

8.04 Prior to an employee leaving on annual vacation, he shall be entitled to receive vacation pay on a separate cheque in accordance with this Agreement.

8.05 Vacation pay shall be made available to each employee on the last working day prior to the commencement of his annual vacation as scheduled on the final vacation list.

8.06 When an employee meets with a personal injury while on duty, which prevents him from completing his shift, he will be paid for only the hours actually worked, except that if the injury is of a nature requiring hospitalization or immediate care by a medical physician, the employee will be compensated for the full shift on that day.

ARTICLE NO. 9 – STATUTORY HOLIDAYS

9.01 Every employee shall be granted Holiday Pay of ten (10) hours at work-time rate on each of the following General Holidays falling within any period of his employment.

All employees are entitled to have any of these eleven (11) paid Holidays, provided they have completed thirty (30) calendar days of employment.

New Years Day	Victoria Day	Labour Day
Remembrance Day	Boxing Day	Christmas Day
Good Friday	Canada Day	Thanksgiving Day
Civic Day	National Day for Truth & Reconciliation	

If the Federal Government declares an additional Statutory Holiday, the Company agrees to pay ten (10) hours at work-time rate.

ARTICLE NO. 10 – VACATIONS

Every employee is entitled to, and shall be granted, a vacation with pay as follows:

10.01 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 gross wages of the employee during the year in which he qualified for such vacation.

Employees 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 percent (6%) of the gross wages of that employee during the year in which he qualified for such vacation.

10.02 Employees 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 gross wages of that employee during the year in which he qualified for such a vacation.

10.03 Employees 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 gross wages of that employee during the year in which he qualified for such a vacation.

- 10.04 Preference of vacation shall be given to senior employees, it be agreed that the maximum number of employees beyond one (1) that will be allowed off at any one (1) time shall be determined by the Company.
- 10.05 An employee laid off, or leaving the Company, before completion of a full year of service, shall be entitled to a pro-rated vacation with pay, computed on the same percentage of his gross wages during the portion of the year worked.
- 10.06 Holiday lists shall be posted on February 1 of each year, and employees will then have sixty (60) days to exercise their choice of time for their vacation. Once this list is completed, and accepted by the Company, it shall not be changed unless mutually agreed to by the Company and the employee concerned. Any employee not specifying his time of vacation within the above designated time period, shall receive his vacation at the discretion of the Company.

ARTICLE NO. 11 – BEREAVEMENT LEAVE

- 11.01 When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request, an appropriate Leave of Absence, of five (5) days, of which they will receive pay for three (3). The Member shall be compensated at their regular straight time hourly rate. The Member will also receive any other benefits entitled to them under the Federal Canadian Labour Code. If funeral is out of Province, add one (1) extra day.

The employee's immediate family is as follows: spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner, the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

"Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year immediately before the individual's death.

ARTICLE NO. 12 – JURY DUTY

- 12.01 Any regular full-time employee who is required to perform Jury Duty on a day on which he would normally have worked, or attends court in response to a subpoena, only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness Attendance, and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for the hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for Jury Duty. The employee will be required to furnish proof of Jury service, or Witness Attendance, and Jury Duty pay, or Witness Attendance Fees received therefrom, and the employees shall be responsible to account to the Company for Witness Fees received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or Witness Attendance shall, subject to this provision, make himself available for work before, or after, being required for such duty, whenever practicable.

ARTICLE NO. 13 – PERSONAL DAYS

All employees are entitled up to five (5) paid days of personal leave per calendar year to:

- Treat an injury or illness;
- Take care of health obligations for you or any member of your family or care for them;
- Take care of obligations related to the education of any family member under age eighteen (18);
- Manage any urgent situation that concerns you or a family member;
- Attend your citizenship ceremony under the Citizenship Act, or;
- Manage any other situation prescribed by regulation

The employee will receive their regular straight time rate of pay for three (3) of the days. You can take this leave over more than one (1) period, however your Employer may require that each period be at least one (1) day.

Your Employer may request that you provide supporting documents concerning the reasons for the leave. Your Employer may request this up to fifteen (15) days after your return to work. You must provide supporting documents if it is possible to obtain and provide them.

ARTICLE NO. 14 – UNION CONTROVERSY

14.01 It shall not be a violation of this Agreement, or cause for discharge of any employee, in the performance of his duties to refuse to cross a picket line which is recognized by the Union.

ARTICLE NO. 15 – DISMISSAL

15.01 The Company will not discharge any employee without just cause, and shall give at least one (1) warning notice, in writing, in writing, of abuse of equipment, or any other cause considered sufficient by the Company. When discussions take place with employees that are of a disciplinary nature, the employee shall be so advised that he has the option of having a Shop Steward or other Union Member present. Failure to abide by the above will result in any discipline resulting from said discussions null and void. The Company will give the Shop Steward a copy of such warning notice. No warning notice need be given to any employee before he is discharged, if the cause for such discharge is drinking while on duty, use of drugs, dishonesty, leaving the job without notice, or absent without leave.

An employee will receive a copy of any penalty, written reprimand, infraction or warning letter placed on his 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.

All penalties and reprimands must be issued to the employee within seven (7) days from the time the infraction(s) became known, or such penalties and reprimands shall become null and void. A written copy of the said reprimand will be forwarded to the Union. Extensions may be requested by the Company pending investigation and such extension will not be unreasonably denied.

15.02 Should any discharged employee feel that such dismissal is unjust, he may apply for a hearing of his case through Grievance Procedure within five (5) working days of the date of discharge.

ARTICLE NO. 16 – HEALTH AND WELFARE

16.01 The Company shall provide a Benefit Plan that includes life insurance, short-term and long-term disability (wage loss replacement insurance) for you, and coverage for extended health and dental benefits for you and your qualified dependents. The annual deductible for eligible expenses under the extended health plan is twenty-five dollars (\$25.00) per family (subject to change).

16.02 The Company will provide group enrollment in the Applicable Health Care Insurance Plan, which provides basic health coverage under the standard plan of service for Provincial residents.

16.03 Monthly premiums for these Benefit Plans are shared seventy-five percent (75%) by the Company and twenty-five percent (25%) by the employee; enrollment in the plan commences after ninety (90) days employment.

These plans are subject to change from time to time.

ARTICLE NO. 17 – TEAMSTER UNION/INDUSTRY ADVANCEMENT FUND

- 17.01 The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.
- 17.02 Effective September 1, 2005, the Company will make contributions of four dollars (\$4.00) per month for each employee covered by this Collective Agreement.
- 17.03 Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund, by the fifteenth (15th) of the month following that to which they refer.
- 17.04 This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 18 – 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 Supervisor.

Time limit to institute a grievance:

Termination or layoff	five (5) working days from the time the Member becomes aware
All others	ten (10) working days from the time the Member becomes aware

STEP 2 – Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union or the Shop Steward, and the Supervisor. Such grievance shall be in writing, and signed by the grieving employee.

STEP 3 – Failing settlement in Step 2, such grievance and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Local Union, and the Company representative authorized by the President of the Company.

STEP 4 – Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) members selected by the Union, and two (2) Company members, appointed by the President of the Company.

STEP 5 – Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Alberta Department of Labour will be requested to appoint a neutral Arbitrator, whose decision will be final and binding.

In the event an award of past wages is made by the Arbitrator, the Company may deduct any interim earnings of the employee from the award.

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

ARTICLE NO. 19 – EFFECTIVE DATE OF AGREEMENT

- 19.01 The terms and conditions of this Agreement shall become effective on the first (1st) day of September, 2021.

ARTICLE NO. 20 – TERMINATIONS AND AMENDMENTS

- 20.01 This Agreement shall remain in full force and effect as of the first (1st) day of September, 2021, and continue in full force and effect through the last day of August 2026, and from year to year, hereinafter, as provided.
- 20.02 Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement, and shall present the other Party with the proposed amendments not less than sixty (60) days prior to such anniversary date.

SIGNED THIS 16th DAY OF December, 2021

ON BEHALF OF THE EMPLOYER:
ENS DIVISION OF MONARCH TRANSPORT
(1975)



Larry Cantera, General Manager/
Vice President



Ken Fullbrook, Operations Manager

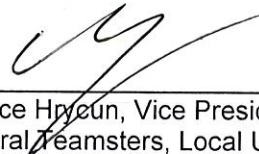
ON BEHALF OF THE UNION:
GENERAL TEAMSTERS, LOCAL UNION NO. 362
AND LOCAL UNION NO. 213



Clint Campbell, Business Agent
General Teamsters Local Union No. 362



Anthony Krieger, Business Agent
Teamsters Local 213



Chance Hryciun, Vice President & Business Agent
General Teamsters, Local Union No. 362

LETTER OF UNDERSTANDING #1

BETWEEN: ENS DIVISION OF MONARCH TRANSPORT (1975)

AND: GENERAL TEAMSTERS LOCAL UNION NO. 362
and
TEAMSTERS UNION LOCAL NO. 213

RE: Signing Bonus

The Parties hereto agree to the following:

Upon ratification of the contract all drivers and employees covered under this agreement will be paid a signing bonus of five hundred dollars (\$500.00). This signing bonus is only applicable to those employees employed on the date of ratification and such bonus shall be paid within thirty (30) days following ratification.

SIGNED THIS 16th DAY OF December, 2021

ON BEHALF OF THE EMPLOYER:
ENS DIVISION OF MONARCH TRANSPORT
(1975)



Larry Cantera, General Manager/
Vice President



Ken Fullbrook, Operations Manager

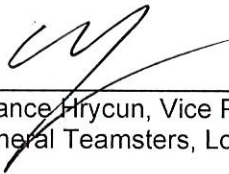
ON BEHALF OF THE UNION:
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Anthony Krieger, Business Agent
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General Teamsters, Local Union No. 362