

COLLECTIVE LABOUR AGREEMENT

BETWEEN

TEAMSTERS QUEBEC LOCAL 106

Hereinafter referred to as "THE UNION"

AND

**ACTIVE CANADA INC. – BOISBRIAND QUEBEC
(PROVINCIAL AMERICAN TRUCK
TRANSPORTERS OF STE-THERESE INC.)**

Hereinafter referred to as "THE EMPLOYER"
and/or "THE COMPANY"

CONTRACT LIFE JUNE 25, 2016 – JUNE 24, 2021

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Par: *J. Dubois*.....

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IMPORTANT NOTICE

This document is an English translation of the original French copy of the collective agreement. It is agreed that if, during the term of this collective agreement, interpretation problems or problems caused by typing errors and/or translation should arise, the French version should prevail, at all times, due to the fact that this agreement has been negotiated totally in French.

ARTICLE 1

PREAMBLE AND RECOGNITION

1.1 The company recognizes by the present the union as the exclusive bargaining agent for all employees of Provincial American Truck Transporters of Ste-Therese Inc., Saint-Therese (Québec), with the exception of foremen, persons above of the foreman and senior manager rank.

1.2 The term "employee" means only the "long distance drivers", the "hourly rate drivers", the "two decker drivers" and the "garage employees".

1.3 The two parties agree to not intentionally falsely interpret the present collective agreement neither to deliberately try to remove any of its dispositions.

1.4 The parties agree that the intention and the purpose of this collective agreement will be to promote the collaboration and the harmony, to recognize mutual interest, to obtain ways to have the problems know and to transmit the information between the parties, to formulate regulations governing relationships between the union and the company, to promote the efficiency and the service and thus, to establish basis of agreements including rates of salary, hours of work, settling procedures of disputes and working conditions.

1.5 The union recognizes that the company has the sole and exclusive right to manage its business and to exert all the usual administration prerogatives, except those that are specifically limited by the dispositions of the present collective agreement.

1.6 During the duration of this collective agreement, there will be no lockout by the company, neither strike, work stoppage, complete or partial suspension of work, for any reasons whatsoever by employees.

ARTICLE 2

UNION SECURITY

2.1 All employees shall, as a condition of employment, become union members and maintain their membership in good standing for the duration of this collective agreement.

2.2 Any new employee shall, as a condition of employment, become and remain a member in good standing after the completion of his probationary period. The employer shall deduct from the salary of each employee after the completion of his probationary period, the amount due for his initiation in a twenty-five dollars (\$25.00) payment per month. However as of his first pay, he must pay dues as established by the union.

2.3 The union secretary-treasurer will provide to the employer, a letter confirming the amount of the union dues, the initiation fees, the arrears, etc... to be retained, for each employee. The employer deducts from the employees' pay, all regular dues, special or arrears at the right moment according to the amounts indicated in the said secretary-treasurer's letter.

2.4 The amount so deducted by the company from the pay of each employee according to the previous article shall be remitted to the union secretary-treasurer on the monthly basis before the fifteenth (15th) day of the following month. These remittances must be accompanied with a list showing the name, address and social insurance numbers. Beside each employee name, the employer must inscribe the amounts deducted during the month, indicating separately the said sums deducted for union dues and arrear fees.

2.5 The employer shall indicate the amount of annual union dues deductions on employees' T4 slips and releve 1.

2.6 It will be the employer's responsibility to have all new employees signs a union membership card on the day they are hired. It is the employer's responsibility to make sure that these documents are duly signed and returned to the union with the next union dues remittance.

ARTICLE 3

UNION DELEGATE

3.1 The company recognizes the right of the union to appoint one (1) union delegate for the highway driver and another one (1) for the local operations. Additional union delegate may be appointed, if the number of employees increases. The appointed union delegate will benefit the first rank of seniority as regard lay-offs.

3.2 The union delegate will be responsible for the proceeding of grievances as provided in article 6 of this agreement. Union delegates may also discuss union membership with a new employee within forty-five (45) calendar days following the hiring of such employee. The union delegate's functions will in no way enter into conflict with those of his employer and he will be held responsible for the same quantity and quality of work as the other employees. If the company has reasons to believe that the union activities of the union delegate interfere with the quantity or quality of his work, the company will inform the business agent and will lodge a grievance beginning with the first step such as stipulated in the article 4.2 of the present collective agreement.

3.3 The union will inform the company in writing of the name of any union delegate. The company will not be required to recognize any union delegate until such notice from the union has been received.

3.4 The company will advise the union in writing as well as the union delegate, in all case of suspension or discharge of a union delegate, in such a way that the union be informed before such disciplinary measure or discharge becomes effective.

3.5 In regards to lay-offs and to daily task distributions within the division, the union delegate is reputed to be the most senior, or will be called first. When there is more than one union delegate in a given division, the most senior will have the preference for the purposes of the application of the present article.

3.6 The union delegate will be paid to a maximum of fifteen (15) hours per month at his regular hourly rate for the time spent to process grievances. An hourly paid union delegate will be paid for all the hours spent to process grievances as well as hours spent in union or administrative meetings.

3.7 When a union delegate gives a valid reason to verify time cards, waybill, work vouchers, tachometer cards, trip reports, distribution sheets including electronic distribution, such privilege will be granted by the qualified personnel responsible of the file.

3.8 The employer will pay the representatives designated by the union an equivalent of their daily guarantee for each day during which negotiation or conciliation meetings are held. However, this agreement excludes any negotiation meetings held during a work stoppage, strike, complete or partial suspension of work.

3.9 The employer agrees to grant three (3) paid holidays per civil year to those persons designated by the union. These holidays will be granted only upon request by the business agent or the president.

3.10 The company agrees to grant to all employees an indefinite leave of absence in order to work for the union, while retaining and accumulating seniority with the company. Such leave of absence will be revocable upon a seventy-two hours (72) notice by the employee.

ARTICLE 4

GRIEVANCES PROCEDURES

4.1 a) Difference of interpretation or violation of any provisions of this agreement by the company, union or by any or all employee(s) covered by this agreement as well as any other complaint related to working conditions, will be considered a grievance, providing that it is submitted in writing within ten (10) calendar days, except where it is specifically established otherwise in this agreement.

b) In the event where a driver is outside his terminal base and that he is incapable to follow the steps of the grievance procedure within the time limits prescribed, such limits will be prolonged in order to allow him to submit his grievance in accordance with the above stipulations upon his return to his terminal base.

4.2 First step:

The employee(s) concerned will have firstly discuss the difference in interpretation or presumed violation with the supervisor of the department or other immediate supervisor, whose decision must be rendered within two (2) working days. The employee may be accompanied by a union delegate or a union representative, if he so desires.

4.3 Second step:

Failing an answer or satisfactory settlement, the employee will submit the grievance, in writing, to the manager or his responsible representative. At this stage, the employee shall be accompanied by a union delegate or a union representative as long as they are available; the employer's representative must render a decision within three (3) working days. The delay established in article 5.2, shall begin on the date the employer renders a decision concerning the said grievance.

4.4 In the event that the union has a grievance to submit, it will be the responsibility of the union to notify the employer in writing, within seven (7) calendar days of the alleged violation of the agreement and by such notice, schedule a meeting between the duly accredited agent or the general manager or his delegate. If the parties do not obtain a satisfactory settlement, the final grievance settlement will be submitted to arbitration as stipulated in article 8.

4.5 It is understood that neither parties to the present shall sign any agreement or contract with employees that would be in conflict with the terms and conditions of the present collective agreement.

4.6 Except for the delays mentioned in article 4.1 and 4.4, which are rigorous delays, all other delays indicated in the present article are delays of procedure and failure to respect them may not be invoked upon an arbitrator to prevent him from hearing the validity of the grievance.

4.7 All grievance settlements more than fifty dollars (\$50.00) must be paid on a separate check.

ARTICLE 5

ARBITRATION

5.1 Failing the settlement of the grievance, after the steps outlined have been exhausted, it will then be submitted to arbitration in accordance with the established jurisdiction in the certification detained by the union as mentioned herein, and the following rules shall apply.

5.2 The party submitting the grievance will notify in writing the other party within ten (10) working days of the completion of the second step, of his intention to submit the grievance to arbitration.

5.3 Within ten (10) working days of the notice mentioned in sub-paragraphs 5.2, both parties will meet and try to agree on the choice of an arbitrator.

5.4 If in the said delay of ten (10) working days the parties do not meet or do not agree on the choice of an arbitrator, the grieving party must request within five (5) working days following the expiration of the delay of ten (10) working days, apply to the federal or provincial Labour Minister in accordance with the case to appoint an arbitrator.

5.5 The arbitrator's decision will be final and executive and binding on both parties.

5.6 All monetary grievances that will be mutually awarded or decided by arbitration will be paid to the concerned employee within ten (10) working days following the settlement or following

reception of the arbitration decision, or according to the pay of the employee.

5.7 a) In a case where an employee has been suspended or dismissed and his grievance has been entirely or partially upheld following the settlement or by decision of the direction or an arbitrator, he will be reinstated to his previous position without loss of seniority within three (3) working days of the settlement date or the receipt of the arbitrator's decision.

b) The arbitrator will have jurisdiction to render any decisions including the power to reduce or increase disciplinary measure. However, he will not be authorized to render any decision incompatible with the dispositions of this agreement, alter or modify or amend any part of this agreement. The arbitrator must render his decision within thirty (30) calendar days of the parties hearing.

5.8 It is agreed that the parties will equally share the costs and expenses of the arbitrator.

5.9 The delays provided in the present article are not rigorous and failure to comply, except in cases of negligence or bad faith, to be invoked before an arbitrator to prevent him to hear the merit of the grievance.

In cases of dismissal or indefinite suspension, the delays will in no circumstance exceed sixty (60) calendar days.

ARTICLE 6

SENIORITY

6.1 The purpose of seniority rules is to provide a policy governing lay-offs and recalls. In the event of a reduction of the work force, the company will apply the principle of the "last hired - first laid-off" as long as this is compatible to the obligation of the company to maintain an efficient work force. Following a lay-off, the recall will be made reversely to the procedure of lay-off established previously.

6.2 a) Seniority will be by department and will be applied to all branches and will include all persons that work at the branch that are on the payroll. It is further agreed that there will be two (2) departments; the hourly rate drivers and long distance drivers.

b) A lay-off of an employee will be defined as a period of two (2) consecutive days without work means forty-eight (48) hours within his department at which moment the employee will be informed if there are employees having less seniority that work in other departments and the employee will be able to exert his seniority and transfer into another department where his seniority allows him as long as he is qualified for the department.

c) Such transfers will be considered temporary and durable only until the demands of the work force in the foreseeable future will have returned to normal.

d) Any employee that has exerted his seniority right such as provided in article 6.2 b) and that subsequently is returned to his original department can during the rest of the duration of the annual submission, have the right to exert his seniority after a period of a (1) day without work.

6.3 In all cases of lay-off, the company will have to take into consideration a) - seniority of the employee and b) - the training and qualifications of the employee if the qualifications mentioned in b) are relatively equal; the seniority of the employee will be the determining factor.

6.4 In the case of lay-off, and notwithstanding the preceding paragraphs, arrangements can be taken for a voluntary lay-off, without following the order of seniority with a minimum of a week of notice of the intention to return to the work.

6.5 The seniority list of each branch will be prepared and displayed by the company every three (3) months, including the department of each employee and a copy of the said list will be transmitted to the business agent of the union. Upon request, additional copies will be available for the union delegates.

6.6 The employees will be considered on probation until they are placed on the seniority list. After forty-five (45) effectively worked days of the date of employment, they will be placed on the seniority list according to the date that they were hired. If, because of sickness or accident, an employee is without work after having been placed on the seniority list for purposes of seniority classification he will be placed on the list in accordance with his date of employment, provided that he has necessary qualifications to accomplish the available work, in accordance with his seniority.

6.7 The employees promoted to a supervisory position or to positions non subdued to this collective agreement will preserve their seniority after their promotion for a period of six (6) months only. If demoted, for any reasons whatsoever, or if they voluntarily request to be reinstalled to their previous position, the time spent to the supervisory position will be included in their seniority classification. Such employees promoted will renounce any recourse to the grievance procedure defined in this collective agreement if it occurs that they were subsequently dismissed in such position outside of the jurisdiction of this collective agreement. This article will apply only once per employee for the duration of this collective agreement.

6.8 An employee will lose his seniority rank and his name will be removed from the seniority list for any of the following reasons:

- a) If an employee voluntarily quits;
- b) If an employee is dismissed and is not reinstalled following a complaint and a recourse to the grievance procedure, such as provided in this collective agreement;
- c) If an employee has been laid-off and that he does not return to work within seven (7) days after having been informed to do so by registered letter sent by the company to his last known address. It will be the responsibility of the employee to have the company informed, in all times, of his current

address. The employees must inform the company within three (3) days of the reception date of the notice by registered mail of their intention to return to work;

- d)** If an employee exceeds the limits of a leave of absence granted by the company without obtaining a prolongation in writing of this permit;
- e)** If an employee is absent from work for more than three (3) consecutive days without obtaining a leave of absence;
- f)** If an employee accepts a job other than the one that has been agreed between the company and the union during a leave of absence, except absence for medical reasons;
- g)** If an employee is laid-off for a period beyond eighteen (18) consecutive months.

6.9 During the closure of a terminal, these employees will preserve their antecedent branch seniority in the case where the terminal would reopen within a period of eighteen (18) months.

6.10 For the purpose to protect seniority of employees during merging or closure, any seniority will be amalgamated to that of the company that buys or merges.

6.11 a) An employee that requires so, with a notice of fifteen (15) days, in accordance with article 21.5 f), obtains a leave of absence without pay and without benefits for a duration not exceeding six (6) months. The employee must make his request in writing by giving a reasonable notice and explaining the reason and the duration of the leave desired.

Upon his return to work, the employee returns to the same function that he was occupying before his departure.

The employee can put an end to his leave of absence before the anticipated date. He must then give a written notice of his intention at least fifteen (15) days before his return.

b) The employee will have to make a written demand with a reasonable delay and explain the reason and the duration of the demand for the leave of absence without pay.

ARTICLE 7

EQUIPMENT

7.1 It is to the mutual advantage of the company and the employees that employees operate only vehicles which are in sure operating condition and that are supplied with safety machines required by Law. It will be the duty of employees to report promptly in writing to the company all defects of the equipment. It will be the duty and responsibility of the company to maintain all vehicles in sure operating condition in accordance with the Minister of Transport regulations. The maintenance of the equipment in sure operating condition is not only a function but a responsibility for all decisions relating to conditions of the equipment, it will be the responsibility of the senior representative qualified on the premises of the company.

7.2 The drivers will not be held responsible for any damage to the vehicle except for damages caused by negligence of the driver. When the company has determined that damages are the responsibility of the driver and that it has the intention to impose a disciplinary measure, the driver will have to be informed within thirty (30) days of the date of delivery of the vehicle in question. If the employee does not contest within fifteen (15) days of the date of reception of such notice, the determination of the responsibility of the driver will be final and none subdued to an ulterior arbitration.

7.3 It will be the responsibility of the driver to verify all the equipment such as, tools, tires and accessories mentioned on the waybill and to see that the loading is without damage. In the event where there would be damages or that the loading is not complete, this will have to be reported on the waybill or on a

sheet provided by the company and signed by the driver, by the representative of the company or by the sender of the vehicle, if available.

7.4 When number codes are used, necessary information for their interpretation will make available to the concerned driver.

ARTICLE 8

BULLETIN BOARD

8.1 The company consents to allow posting of notices for meetings or functions of the union on a bulletin board in evidence and provided to that effect. The company will have the right to approve all the notices before posting except those that deal specifically of the union meetings.

ARTICLE 9

UNIFORMS, CLOTHES AND RAIN CLOTHES

9.1 When an employee is required to wear a uniform as condition of continuous job, the company consents to provide and to maintain without cost such a uniform, according to the norms required by the company. Before employees are required to wear a uniform by the company, they will have to be consulted concerning the type and norms. The company will also provide a pair (1) of nytron gloves, to all employees and the company will replace them when returned and used.

9.2 It is furthermore agreed that voluntary group arrangements for the purchase or the rental of uniforms will not intervene during the duration of this collective agreement.

9.3 The company is committed to supply at its cost a pair of clean overalls and a pair of winter clean overalls (for winter season), to all hourly rate employees including the drivers and when necessary, they will have the right to change them for clean overalls. The company agrees to provide rain coats to employees that work job positions that are exposed to rainy weather conditions for an extended time period.

9.4 The company will annually pay to all employees that have completed six (6) months on the seniority list, one hundred and seventy-five dollars (\$175.00) to purchase approved security boots and rubbers.

ARTICLE 10

MEDICAL EXAMINATION

10.1 All employees will have to conform promptly to all medical examination requested by the company provided, however, that the company pays for all these examinations. The company reserves the right to choose his own physician and the union may, if it believes that an injustice has been made to an employee, have the said employee re-examined at the expense of the union.

10.2 When a medical examination is required by the company, the following conditions will apply:

- a)** If an employee undergoes a medical examination during his normal working hours he will be paid for the time incurred and he will not lose any salary due to the fact that he undergoes a medical examination;
- b)** If a medical examination is undergone after working hours, the implicated employee will receive two (2) hours of salary. The employee will take an appointment with the physician designated by the company within three (3) days of the date on which such an examination has been required by the company;
- c)** In all cases, a copy of the medical report will be provided to the employee;
- d)** No employees will be required to undergo a medical examination on Saturday, unless the employees request it and that he does it voluntarily;

- e) In the event where an employee is required by the company to undergo a medical examination outside the area of his home base terminal, transportation must be provided to the said employee to go and to return from such examination and he will be paid his regular hourly rate for all the time incurred;
- f) A medical examination rendered necessary by the company and/or because of governmental legislature for the purpose to preserve a driver's permit will be paid by the company;

10.3 If, after a medical examination, it is recognized that the employee is medically unfit to accomplish his functions, he will be transferred to another function of his choice in another classification provided that he is medically and physically in state to accomplish the work to which he is transferred, that he is qualified to accomplish the said work and that he has sufficient seniority to displace the employee already affected to the said function.

10.4 Eye examination:

a) If the company make it mandatory for safety glasses, employees that are required to wear corrective vision prescription safety glasses will be eligible for a one (1) corrective vision safety glasses by two (2) years but not more two (2) pairs for the duration of the contract. The company reserves the right to direct employees to a preferred company vendor. The company will compensate employees that submit a proof of purchase for safety prescriptions glasses up to a maximum cost of two hundred dollars (\$200.00).

b) All employees are entitled to one (1) eye examination per year, payable by the employer (maximum 35.00\$) if the said examination is not covered by the insurance-group or government.

ARTICLE 11

PASSENGERS

11.1 No employee will have the right to transport anyone in his vehicle, other than employees of the company who are on duty, except by written authorization of the company.

11.2 What proceed does not prohibit drivers from picking up other drivers or assistance whose equipment is broken down or defective or persons in distress implicated in an accident so as to transport them to the first available point for help.

ARTICLE 12

SUPPLEMENTARY AGREEMENTS

12.1 It is agreed that neither parties of this agreement will enter into any agreements or contracts with the employees that would enter in conflict with the terms and provisions of this agreement.

12.2 When new vehicles are put in use for which salary rates have not been established in this collective agreement, the rates governing such operations will be negotiated between the parties. Failure to achieve an agreement on such rates, the subject will be referred to arbitration and a court arbitration will be established within thirty (30) days after the date to which the parties did not agree on such rates and the determined rate, will apply as of the date to which the new equipment has been put in use.

12.3 When new job classifications are into effect and that the salary rates have not been negotiated, the governing rates for such classifications will be negotiated between the parties. Failure to achieve an agreement on such rates, the subject will be referred to the arbitration and a court of arbitration will be established within thirty (30) days after the date to which the parties did not agree on such rates and the determined rate, will apply as of the date to which the new classification has been in force.

ARTICLE 13

STATUTORY HOLIDAYS

13.1 The following statutory holidays will be observed:

- a) New Year's Day
- b) Good Friday
- c) Patriot Day (Victoria Day)
- d) St-Jean-Baptiste Day
- e) Canada Day
- f) Labor Day
- g) Thanksgiving Day
- h) Christmas Day
- i) Boxing Christmas
- j) New Year's Eve

In addition to the holidays mentioned above, the employees will receive an (1) additional holiday which will be mutually consented between the employees and the company.

13.2 a) All employees, others than long distance drivers that are available to work the normal team preceding and following the observed holiday, will be paid eight (8) hours at their appropriated salary rate.

b) All eligible long distance drivers will receive ten (10) hours of pay at their regular hourly rates provided that they are available to work during the period of twenty-four (24) hours that precedes and follows the holiday.

13.3 An employee will not have the right to a paid holiday if he has been laid-off for more than thirty (30) days preceding the holiday.

13.4 If an employee is required to work any of these holidays, he will receive the double of his regular salary rate in addition to the pay for the hours established in 13.2 a) and b).

13.5 When one of the statutory holidays observed occurs a Sunday, the proclaimed day will be the day observed.

13.6 An employee will not have the right to the paid holiday mentioned above until he has been an employee of the company for forty-five (45) days of calendar.

13.7 In the event that a manufactory company works one of the statutory holidays mentioned above, the company reserves itself the right to allocate a subsequent or preceding day of holidays instead of this one.

13.8 It is agreed that article 13 is subject to future and present regulations required under the norms of the Canadian Labour Code, Law C126.

ARTICLE 14

PAID HOLIDAYS

14.1 Any employee who, on December 31st of the current year, has not completed one (1) year of service, shall be paid four percent (4%) of his total earnings from his service date, and granted the equivalent amount of time off, based on his regular wages. This vacation time shall be taken in the subsequent calendar year.

14.2 Any employee who has completed one (1) year of service shall be granted two (2) weeks of paid vacation calculated on the basis of four percent (4%) of his total earnings during the period extending from January 1st to December 31st of the previous year.

14.3 Any employee who has completed five (5) years or more of continuous service with the company shall be granted three (3) weeks of paid vacation calculated on the basis of six percent (6%) of his total earnings during the period extending from January 1st to December 31st of the previous year. If an employee did not complete his fifth (5th) year when he goes on vacation, his pay for the third (3rd) week will be held until he reaches the anniversary of employment.

14.4 Any employee who has completed eight (8) years or more of continuous service with the company shall be granted four (4)

weeks of paid vacation calculated on the basis of eight percent (8%) of his total earnings during the period extending from January 1st to December 31st of the previous year. If an employee did not complete his eighth (8th) year when he goes on vacation, his pay for the fourth (4th) week will be held until he reaches the anniversary of employment.

14.5 Any employee who has completed sixteen (16) or more years of continuous service with the company will be given five (5) weeks of paid vacation, calculated on the basis of ten percent (10%) of his total earnings for the period extending from January 1 to December 31 of the previous year. If an employee has not completed his sixteenth (16th) year at the time of the vacation, his salary for the fifth (5th) week will be held back until the date of his employment anniversary.

14.6 Any employee who has completed twenty (20) years or more of continuous service with the company shall be granted six (6) weeks of paid vacation calculated on the basis of twelve percent (12%) of his total earnings during the period extending from January 1st to December 31st of the previous year. If an employee did not complete his twentieth (20th) year when he goes on vacation, his pay for the sixth (6th) week will be held until he reaches the anniversary of employment.

14.7 Any employee who has completed twenty-five (25) years or more of continuous service with the company shall be granted seven (7) weeks of paid vacation calculated on the basis of fourteen percent (14%) of his total earnings during the period extending from January 1st to December 31st of the previous year. If an employee did not complete his twenty-fifth (25th) year when he goes on vacation, his pay for the seventh (7th) week will be held until he reaches the anniversary of employment.

14.8 It is understood and agreed that employees will not have the right to work during their vacation period. Employees having right to a vacation will be required to take the appropriated time.

14.9 Employees that have the right to two (2), three (3), four (4), five (5), six (6) or seven (7) weeks of vacation and leave, or if their job ends after having been qualified for two (2), three (3),

four (4), five (5), six (6) or seven (7) weeks of vacation, according to the case, will receive at the severance date of employment, or as soon as possible by the continuation, their pay of vacation calculated at four per cent (4%) rate, six per cent (6%) rate, eight per cent (8%) rate, ten per cent (10%) rate, twelve per cent (12%) rate or fourteen per cent (14%) rate respectively of their total earnings since preceding year.

14.10 All statutory holiday registered in article 13 occurring during the period of annual vacation of an employee will be paid at a normal pay day rate, such as indicated in article 13.2 a) and b) of this collective agreement.

14.11 a) The company will ask each employee to present himself to the office of the manager and he will choose his vacation in agreement with his seniority. The vacation schedule will be posted one (1) month previously. An employee that is sick or on leave of absence, or absentee for any reason whatsoever, will have to inform his union delegate and this one will have to sign for his choice. It is agreed that not more than two (2) employees will be on vacation at the same time in the same department, unless mutual consent between the union and the company.

b) The final vacation schedule will be posted at the latest April 1st of each year.

c) The Summer vacation periods will include May, June, July, August and September inclusively.

d) Employees having the right to more than three (3) weeks of vacation will be restrained to three (3) weeks during the summer months recognized.

e) It is obligatory for employees to take their holidays between March 1st and the end of February, provided that they have worked eighty per cent (80%) of the normal year of work.

f) For purposes of calculation of the vacations pay, the company will use the earnings that the employee has earned during the period of January 1st to December 31 of preceding

year. The employees shall receive their vacations pay as a continuous pay, when the employees are absent for vacation.

14.12 It is agreed that article 14 is liable to future and present regulations required under the norms of the Canadian Labour Code, Law C126.

14.13 It is agreed that the present letter of understanding will take force starting as of January 1st 2014.

ARTICLE 15

HOURS OF WORK AND PREFERENCE OF WORK

15.1 Employees having most seniority will have the first choice to work a minimum of five (5) days per week, when the work is available. The whole being equal, seniority will prevail for the allocation of the sixth (6th) and seventh (7th) day of work, beyond and in addition to the normal week of work. The company will plan long distance trips in a way to give to the driver the preference according to seniority at the time of distribution.

15.2 A long distance driver that has not been dispatched since two (2) working days will be subject to a lay-off.

15.3 Long distance drivers must report as having ended their terminal base at the end of a trip in agreement with the regulations, which will be based on the length of the trip. Such regulations will be determined mutually by the company and the union, made in writing and signed by the two parties.

15.4 Drivers that arrive at a dealer or to a point of delivery will have the preference for trips of return of a foreigner terminal, in agreement with their seniority of their terminal base, at the time of the distribution. The company will use the driver who is the closest in the area from the point where one must pick-up the return trip. The time of distribution will be determined mutually by the company and the union by appropriate documents.

15.5 So as to establish the procedure of distribution, the company will use the seniority list from top to bottom and

employees will be free to accept or to refuse, but it will become obligatory to accept when the company will use the list in reverse order.

15.6 a) It is mutually agreed that all employees at hourly rate will be paid at the rate of time and half (1½) for all hours worked in addition of eight (8) hours in a day, or either and/or forty (40) hours per week. It is furthermore agreed that no employee remunerated at hourly rate will not be required to work more than eight (8) hours in a day, or either one and/or forty (40) hours in a week, either one according to his seniority. When the company requires an employee to work overtime and any other qualification being equal, the employee having most seniority will have the first choice to accomplish this work.

b) In the possibility where the company needs employees to accomplish the work in a specific department where a premium is applicable, the first chance to accomplish such work will be given to the most qualified personnel on this team. However, if the work is refused, the company can offer the work to the personnel in the other departments, by seniority, qualifications and availability. If the work is always refused, the company reserves itself the right to distribute the work in the reverse order of seniority in the department where the premium applies.

c) If an employee has informed in writing a week in advance, the company agreed that it will not be held to work in overtime.

15.7 a) All hourly paid employees governed by this collective agreement, will have the right to a guarantee of not less than eight (8) hours of pay when they report to work, Monday through Friday. Saturday, the guarantee will be four (4) hours at the rate of time and one half the regular salary rate. Sunday, the guarantee will be four (4) hours at double rate of their regular salary rate.

b) Long distance drivers will not be paid for the first twelve (12) hours of waiting, but will be paid their appropriate hourly rate, such as mentioned in the present, for all hours after

the first twelve (12) hours, until a maximum of ten (10) hours in each period of twenty-four (24) hours after the first twelve (12) hours.

c) All drivers that travel more than three hundred (300) miles, if there are no return trips, the company will have them returned to their terminal by airplane.

15.8 The company consents to inform hourly paid employees on the day shift and this before the end of their team, if they do not have to report to work on their regular shift.

The company consents to inform hourly paid employees on the afternoon team, at least two (2) hours before the beginning of their team, if they are not required to report to work on this team.

ARTICLE 16

SALARIES

16.1 Hourly rate and mileage rate for all employees:

	Ratification	June 25 2017	June 25 2018	June 25 2019	June 25 2020
Hourly rate	\$24.21	\$24.70	\$25.19	\$25.70	\$26.21
Mileage rate	\$0.5367	\$0.5475	\$0.5584	\$0.5696	\$0.5810

For the employees with to years and more of seniority only, the retroactivity will apply, from June 25, 2016 until the ratification date.

Employees hired after the signature of the present collective labor agreement (or its ratification date) will be paid as follows:

- a) \$1.00 less than the hourly rate in force for the first year of employment;

- b) \$0.50 less than the hourly rate in force for the second year of employment;
- c) The employee starting his third (3th) year of employment will receive the entire negotiated rate.

16.2 The rate per mile will include the normal inspection of the vehicle including what follows:

Verifications of tires, water, oil, lights, brakes, windshield wipers, size lights, installation of license plates, meticulous inspection of the attachment of the equipment. The rate per mile will also include the removal and the return of license plates and the wiring of size lights.

For all driven trucks, the drivers will be paid fifteen (15) minutes at the regular hourly rate, for each necessary required fuelling to reach destination. In order to be paid, all fuelling must have been compiled in the log book and documented on the driver trip sheet and the receipt shall be attached.

16.3 a) During breakdowns, the driver will have to advise the office or the dispatcher at the terminal to inform of a lateness and to have new instructions. From that moment, the driver will receive a pay at the hourly rate such as indicated on this contract and this, for a maximum of ten (10) hours per twenty-four (24) hours.

b) All destination of one hundred (150) miles or less one way, will be paid on the hourly rate, and this, both ways (back and forth).

Return by bus for Amos destination, the driver will be remunerated for seven (7) hours at the hourly rate.

The trips dispatched for the cities below, will be paid at flat rate, and this, for the duration of the collective agreement:

	Starting June 25 2016
Quebec St-Nicolas Ste-Foy	\$134.50
Rivière du Loup	\$164.38
St-Louis Ha-Ha	\$184.83
Kingston	\$134.50

In the event the employer establishes new destinations after the signature of the present collective labour agreement for which the salary rates have not been negotiated but are part of operations covered by the present agreement, it is agreed that the rates applicable for such destinations will be subject to negotiation between parties. The agreed or determinate rates will be in force upon date of agreement or at the latest 30 days after such operation are in force. Failure for the parties to reach an agreement, the matter will be submitted before arbitration as stipulated in article 5.

16.4 a) After a reasonable ETA at the airport is mutually established, the employer shall either: assign the driver the available flight that is scheduled to arrive the earliest at the return destination or choose a different flight and compensate the driver at the appropriate hourly rate for all time in excess of one (1) hour the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight chosen by the employer.

Drivers who miss a flight through no fault of their own shall either be assigned the available flight that is scheduled to arrive the earliest at the return destination or a different flight and be compensated for all hours in excess of two (2) hours the driver is delayed in arriving when comparing the scheduled arrival time of the earliest available flight with the scheduled arrival time of the flight assigned by the employer.

b) After it has been determined that a driver will be at the airport for returning home, the company will arrange for a

prepaid ticket or travel voucher to be available. When a driver, through no fault of his/her own, misses the original flight, the company will not unreasonably delay the driver while trying to establish the least expensive airfare cost. The driver must report all trip delays to the terminal dispatcher or terminal manager.

c) The company has the latitude to direct drivers to pickup and delivers back haul loads from secondary locations. When the company establishes with the driver that he will be at the airport, the company will not unreasonably delay the driver to make a load dispatch or travel arrangements. Return transportation needs upon completing the secondary trip will be arranged as outlined in paragraph 16.4 b).

d) The company may not be held responsible for travel delays that are beyond its control and responsibility.

e) Drivers will not be required to make the return trip as a passenger in vehicles not supplied with a seat for the passenger.

16.5 It is agreed that the drivers that return home by airplane will have to report to the office of the company at their arrival.

16.6 So to be paid for the time lost because of breakdowns or other unavoidable so-called periods, the employee has to report, in writing, such breakdowns or periods when he returns to the terminal. The company can ask the employee to sign a statutory declaration having the same forces and the same effect as that of a suitable declaration under oath by virtue of "Loi de la Preuve du Canada", in which he will make to the best of his knowledge and belief, the reasons of such breakdowns or periods. Breakdowns and unavoidable so-called periods will be paid to the appropriate hourly rate mentioned in article 16.

16.7 Delay time at a client:

The driver will allow one hour free time after the trucks have been undocked for the client to inspect and to sign the delivery of receipts. When a driver is delayed, through no fault of his/her responsibility beyond the one hour, the driver will notify

the terminal dispatcher or terminal manager so the company may have an opportunity to address the delay problem. If the company fails to address the delay problem, the company will pay the driver.

16.8 a) Long distance drivers will receive the following rates when they unload the cargo, and this, for the duration of the collective labor agreement:

	Starting June 25 2016
1 truck (2 way)	\$50.00
2 trucks (3 way)	\$60.00
3 trucks (4 way)	\$70.00

Multiple deliveries: \$10.00 for each additional delivery.

These rates include the connecting, the disconnecting, cylinders, pipes, valves, adjustments, saddles, axles, separations, etc..., and all operations connected to the unloading including the preparation of the deck to receive the return of the load.

b) The company agrees that the reloading at the branches or at the dealers will be made at the hourly rate of this collective agreement.

c) When a driver is late for which he is not responsible and that this delay deprive him to take the ferry, the said driver will be paid for all time spent waiting and this until the arrival of the next ferry, less one (1) hour or he will receive the rest of his available driving hours less one (1) hour, meaning that he will be paid for the first of these events.

16.9 It is agreed between the union and the company that employees of Boisbriand will manipulate a minimum of fifty per cent (50%) of all the Packard trucks that are released at this company.

16.10 a) The Company and the union agree that to continue trips to U.S.A. for Canadian drivers, and such as signed in July

1987, this remains to the discretion of the company and will create no precedent.

b) Canadian drivers will take a trip for U.S.A. when Canadian trips will not be available.

c) The rate for these trips will be the one stipulated in article 16, and this, in Canadian currencies.

d) Returns will also be in accordance with article 16.4.

e) Drivers will be paid an (1) hour at the regular rate to cross Canadian - American customs.

16.11 Drivers will have the choice of facilities to sleep outside their terminal base paid by the company. During their distributions, they will inform of how many motels they will use and how many times they will sleep in the bunk of their trucks and thus the company will refund them the sum of thirty dollars (\$30.00) per night slept in the bunk of the truck and will pay invoices of the motels used.

ARTICLE 17

JOB OPENINGS

17.1 When a job opening occurs in any given department within the scope of this collective agreement, such openings will be displayed on the bulletin board for a period of seventy-two (72) hours, excluding Saturdays, Sundays and statutory holidays, and the employees will bid by seniority on such openings. However, if an employee is absent because of vacation, suspension, sickness or injury or he is outside, this employee will have the privilege to bid within three (3) days of his return, excluding week-ends and statutory holidays.

17.2 Once a year meaning the first Monday of January and in accordance with the enumerated conditions in article 17.1, all jobs will be posted (annual bid) and the positions are attributed by seniority, as garage, shuttle, highway driver, yard man.

ARTICLE 18

INSURANCE GROUP

18.1 It is agreed that the group insurance plan will be in effect for the duration of this agreement.

18.2 The insurance is covered by policies issued to the union in accordance with the arrangements provided under the Group Insurance Pool of Québec - Local 106 and Local 1999.

18.3 Effective January, 1st 2016, the company will contribute the total amount of the premium required by the insurer for each eligible employee covered by the present agreement. For subsequent years of the present agreement, the amount of premium will be adjusted according to the amount required by the employer.

18.4 If the total amount of the premium should increase during any year of the present agreement, it is understood that the employees will absorb the increase of the premium that will be deduct from them salary.

18.5 Taxes imposed by Government on insurance group premium shall be absorbed by the payer of such premium.

18.6 In order to be eligible to insurance group plan, the employee must:

- a) Be employed by the company and be an active employee;
- b) Have completed the probationary period; however, the membership must be done on the first civic day of the month following the achievement of three (3) consecutive months of employment at the latest.

The participation in the insurance plan is obligatory for each eligible employee being part of the present agreement.

When an employee is eligible to insurance plan all requirements must be filed by such employee.

18.7 The premium is payable by the employer as follows:

- a) The employer contribute the full monthly amount for the employee that has been working at least one day in the month and at least sixty-four (64) hours in the four (4) preceding weeks for the employer;
- b) When a granted vacation period;
- c) For the employee who is unable to work due to an occupational illness or work accident, illness or non occupational accident for a maximum period of 24 months.

18.8 The employer agrees to remit monthly the insurance premium before the (15th) day of the following month in which deductions were made.

18.9 A late payment charge of 2% compounded monthly (that is 26.8% on an annual basis) will be applied to any unpaid amount as per the delay provided in the previous paragraph.

If the employer neglects to remit the insurance premium in accordance with article 18.7, the employer will be notified by the union, by registered or certified mail, of its failure to do so. Failure to comply within fourteen (14) days of receipt of such notification, the company will assume responsibility for all medical costs and benefits as provided for by the Group Insurance Plan then in effect for each employee for whom a premium has not been paid.

If the employer neglects to remit the insurance premium and/or to insure new employees in due course, and if, due to that failure, an employee is deprived of insurance benefits when he suffers a loss giving rise to a claim, the employer will be held responsible for such claim and shall have to execute the payment.

18.10 It shall be the responsibility of the employee, upon termination of his employment or benefits, to make a request to convert his life insurance to an individual policy, if he so desires and to his own expenses. A written request for transformation accompanied to the premium must be received by the assurator made within the thirty-one (31) days following the date of termination.

18.11 It shall be the responsibility of the employer to complete an application with the Employer Registration Division of the Employment and Immigration Commission in order to determine the eligibility for premium reduction in accordance with the requirements of the law.

18.12 It is agreed between the parties that the 5/12 of the unemployment insurance premium reduction provided under the registration of the wage loss program will be forwarded to the union for each year of the collective agreement eligible for the reduction.

18.13 The clerical administration will be done by the company and in case of a clerical error, the employer will not be held responsible.

ARTICLE 19

SICKNESS DAYS

19.1 An employee will be entitled to five (5) days of sickness, and this, for the duration of the collective agreement. The said sickness days, will be paid upon request and will not need doctors justification.

Employees have to be on the seniority list as of June 25 of each year and has to be active June 25 to be entitled to have the days of sickness of the year that follow this June 25.

19.2 To be eligible for days of sickness, the employee has to be active on the seniority list at the date on which he became sick.

19.3 The employee that is inactive on the seniority list June 25 of the year, because of lay-off or a long sickness or injury, will be eligible to the days of sickness on a prorated base of time worked.

19.4 The sickness days unused on June 24 and payable, will be paid to the employee on June 24 and will be applicable to the hourly rate, on a base of eight (8) hours per day, according to the base of rate in this contract.

19.5 a) To receive a compensation for the unused days of sickness, the employee will have to have worked a minimum of ninety (90) days during the annual contract as of June 25 to June 24, and the employee will have to have maintained his name on the seniority list (active or inactive), and this, in date of June 24.

b) An employee is entitled to the payment or benefit of sickness days at the end of each year contract only for the days that were unused.

c) The employee that is dismissed for cause or has voluntarily left his job before June 24 of each year will not be eligible for the days of sickness or for the payment of these days.

d) The retired employee, deceased, or on compensation of work and that was eligible to the days of sickness, will have to have worked ninety (90) days or more in the year of the annual contract, and will be attributed a payment of the unused days of sickness.

ARTICLE 20

PENSION PLAN

20.1 a) Starting as of June 25th 2016 to December 31st 2016, the company will deposit in a term fund, for each employee of Provincial American Truck Transporters of Ste-Therese (Active Canada Inc., Boisbriand, Québec) the sum of \$185.00 a month.

b) The company and the trade union agree that employees and company's contributions to the pension plan, as defined in this section 20, will be paid into defined contributions component of the « Régime de retraite des industries diverses de la Section Local 106 des Teamsters » for the duration of this collective agreement.

20.2 Effective January 1st 2017, the company pays a contribution equal to \$200.00 per month, for each eligible regular employees. The contribution of the employee is \$10.00 per week.

Effective June 25th 2017, the company pays a contribution equal to \$210.00 per month, for each eligible regular employees. The contribution of the employee is \$12.00 per week.

Effective June 25th 2018, the company pays a contribution equal to \$220.00 per month, for each eligible regular employees. The contribution of the employee is \$14.00 per week.

Effective June 25th 2019, the company pays a contribution equal to \$230.00 per month, for each eligible regular employees. The contribution of the employee is \$16.00 per week.

Effective June 25th 2020, the company pays a contribution equal to \$240.00 per month, for each eligible regular employees. The contribution of the employee is \$18.00 per week.

20.3 The company and the employee will have to contribute to the plan:

- a)** For a regular employee: As from the first day after completing the probation period;
- b)** For a non regular employee: As from January 1st which follows two calendar years during which he earned a salary at least equal to 35% of the maximum pensionable earnings for the reference year, as defined by the Quebec Pension Plan (Canada Pension Plan for workers outside of the

province of Quebec), or as from the rehiring date if he is laid off after having satisfied the condition aforementioned;

- c) When an employee is unable to work due to an occupational disease or industrial accident. In this case, it is understood that the company does not have to contribute to the Plan in the event that the employee no longer wish to pay his contribution to the Plan.
- d) A maximum of thirty (30) days when an employee is not able to work due to illness.

The employee must have worked one day in a month to be eligible for the monthly contributions of the company.

20.4 The company agrees to be bound by the terms, conditions and provisions of the Plan Text of the “Régime de retraite des industries diverses de la Section Locale 106 des Teamsters” and fill duties and responsibilities of a participating Employer foreseen in this Plan Text.

20.5 The company agrees to remit to the Plan administrator, within 21 days following the end of a month, the contributions required under the present collective agreement and a list of the employees' name for whom contributions were deducted as well as the salaries paid and contributed by those employees. The company agrees to remit the interest payable to the Plan under applicable law when required contributions are submitted after the deadline under applicable laws and, as requested by the Plan Administrator.

20.6 The company will allow, at the request of the Plan's trustees that an auditor designated by the trustees can carry out an audit of the company's books (part related to Pension Plan) in order to ensure that the company remits to the fund all the contributions provided for by the terms of the collective agreement.

20.7 The company agrees to fill out the forms and provide all necessary information to the trustees and the Plan administrator which could be required from time to time for the proper administration and management of the Plan.

More so, it is understood that:

- The Plan is administered by the Retirement Committee as provided in the Plan Text.
- According to the provisions of the Plan Text and applicable laws, the company cannot be held responsible for the benefits provided by the Plan nor to ensure its solvency beyond the payment of the contribution provided for in the collective agreement.
- The Teamsters Pension Plan and its fund must be registered in accordance with the provisions of Income Tax Act of Canada and in accordance to any other federal or provincial laws applicable to pension plans.
- In the event that the terms, conditions and provisions of the Plan are in contradiction with certain clauses of the collective agreement, the terms of the collective agreement will prevail.

ARTICLE 21

GENERAL

21.1 All violations in which that Rules and Regulations anticipate reprimands will be retained against the employee for a period of one (1) year after such a reprimand has been imposed.

21.2 All the supervisors and foremen will be excluded in the bargaining unit and will not undertake any work within the scope of this collective agreement. During the nomination of supervisors and foremen, a notice to this effect will be displayed and maintained on the bulletin board.

21.3 a) A Lead-Hand is defined as a person being able to perform work and direct the work of others and he will have to be a member of the union. He will not have the authority to hire, to dismiss or to penalize. He can transmit operational instructions of the direction to employees. When a Lead-Hand is required to undertake the work in overtime, he can only benefit from the work choice in accordance with his seniority and his qualifications and will not undergo the loss of a Lead-Hand premium. A Lead-Hand will not enjoy preferential treatment if he is subject to a lay-off, but he will be laid-off in accordance with his seniority of the company regardless of his qualifications.

b) Upon the nomination of a Lead-Hand by management, a bid notice will be displayed and the Lead-Hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of management to make the final choice, provided that when qualifications are equal, the preference is given to the senior employee.

c) It is understood that the hourly premium for a "Lead-Hand" will be a minimum of:

June 25 2016 and further on: \$0.80

21.4 a) A forty cents per hour premium (40¢) will be paid to all employees of the afternoon team and evening team in addition to their regular hourly rate of salary.

b) When a driver is appointed as trainer, he will be remunerated at his hourly rate for any exceeding time at the delivery site when he forms a new employee for the coupling and uncoupling and the shipping procedures.

21.5 a) In the event of a death in the immediate family of an employee that has completed his probation period, the employee has to inform the company of the death and on such notice, the company will grant the employee the necessary time to attend the funeral.

b) The company consents to pay the employee his regular salary for such leave, based on the number of days that

the employee should have worked. Saturday will be considered as being a working day. All employees other than long distance drivers will be paid in accordance with their appropriate call guarantee at their regular hourly rate.

Long distance drivers for which earning are normally calculated on a mileage base, will receive ten (10) hours of pay at the hourly rate of long distance driver.

c) Agreement of the two (2) parties:

Spouse and children	:	Five (5) days paid
Father and mother	:	Four (4) days paid
Brothers and sisters	:	Three (3) days paid

Mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grand-children, grandparents of the spouse:
Two (2) days paid.

Aunts, uncles, cousins, etc...: one (1) day unpaid.

d) If a greater lapse of time is required because of this mortality, a permission of absence without pay will be granted by the company.

e) One (1) day with pay will be allocated at the time of birth or adoption of a child.

f) A leave of absence no longer than six (6) months per employee and by department, one for the garage and one for the drivers, and this for the duration of the present collective agreement, will be granted to an employee that demands it in writing to the employer on the base of first come – first serve and without benefits (health and welfare and pension plan). Not more than one (1) leave of absence by department will be granted at a same time.

21.6 All hourly rate employees will have the right to a rest period of fifteen (15) minutes to rest in the first half shift and

another fifteen (15) minutes in the second half shift and this without loss of salary.

If employee is required to work in excess of one (1) hour overtime, a fifteen (15) minute break will be given prior to the start of overtime period.

21.7 Employees will not take more than one continuous hour for meal and not less than a half-hour ($\frac{1}{2}$) and this period will be taken between the fourth (4th) and fifth (5th) hour of each team.

21.8 An employee will have the right to wash himself, five (5) minutes before the meal period as well as at the end of the work team.

21.9 The company agrees to supply clean and sanitary lunch rooms for the employees and these rooms will be air conditioned during the summer months and heated appropriately during the winter months. Furthermore, the employees agree to maintain them in clean and sanitary conditions.

21.10 The company will have to maintain the bathrooms in sanitary and clean conditions.

21.11 The company will maintain all the equipment of the workshop in conditions to the norms of the security Labour Laws.

21.12 The company accepts to supply tools that will be appointed to the personnel required to work in the workshop and these tools (defective or broken) will have to be returned to be replaced. The company will also replace the defective or broken hand tools for long distance drivers. The company will supply toolboxes and the locks for each toolbox.

21.13 The company and the union agree that occasional or part-time help will be necessary and their rate of salary will be less than the rates mentioned in article 16 of this collective agreement. Occasional or part-time employees of Boisbriand will not replace the regular employees and will be required to pay the union dues.

21.14 The partial closure of a terminal is define as being "the complete" closure of a department or the abolition of a classification within a terminal.

21.15 The employer cannot terminate an employee because this one would have lost his driving permit by reason of his conduct outside working hours.

During a maximum period of twelve (12) months of suspension, the employee maintains and continues to accumulate his seniority. If the employer requires his services during this period for a function not necessitating the said driving permit, the employee is then called as last man.

21.16 The employer must give to each employee, a detailed slip of pay in accordance to all the dispositions of the Canadian Labor Code. The details and the slip of pay must be described in French.

ARTICLE 22

RELATIONSHIPS EMPLOYER/EMPLOYEE

22.1 Except in cases of emergency, such as indicated in the collective agreement, all work covered by the certificate of accreditation must, in all circumstance, be made by an employee covered by the present collective agreement; the employee must, in all cases, be employed directly by the employer and this, without the intervention of any intermediary whatsoever (example.: employment agency, rental employees agency, etc...).

ARTICLE 23

TYPING, WRITING AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT

23.1 The typing and printing into booklets of the present collective agreement will be the responsibility of the union but will be charged to the employer; the latter will distribute the said booklets to each employees and this in the week following the reception of such booklets.

ARTICLE 24

BONUS OF SIGNATURE

24.1 A bonus of signature of \$380.00 will be paid at the employees, and this, at the second pay following the ratification of the collective labor agreement.

ARTICLE 25

DURATION

25.1 This collective agreement will be effective as of June 25th 2016 until June 24th, 2021.

25.2 If one of the parties wishes to negotiate stipulations of this collective agreement, a notice will be given within ninety (90) days prior of the date of expiration of this collective agreement.

25.3 This collective agreement will remain in force until its renewal.

ARTICLE 26

RULES AND REGULATIONS

RULES AND GENERAL REGULATIONS GOVERNING THE SCHEMESS OF ALL EMPLOYEES SUBJECT TO PREDOMINANT GOVERNMENTAL DEMANDS

26.1 For disciplinary measures, all infractions to Rules and Regulations will be removed from the file of the employee after a period of a one (1) year of the date of such infraction, except for accidents which will be removed from the file after two (2) years.

None of these Rules and Regulations will have deprive the employees of their rights to contest a sanction by the regular grievance procedure. Sanctions and the existent rules of the company shall not be in conflict with those in the present. In case of conflict, it is agreed that these Rules and Regulations will apply. All infractions against the Highway Code and to Municipal

regulations will be the responsibility of the driver, except for those that are, by their natures, the responsibility of the company.

The union will have to be advised of all posting or instruction notice from the company before preceding the posting and the principal goal of these posting or instruction notices will have to be explained and confirmed in writing to the union by the company. This agreement will not apply when it will concern emergency.

Unless it is not otherwise provided in the collective agreement, sanctions and reprimands under these Rules and Regulations will have to be transmitted within ten (10) days from the hour where the infraction has been informed to the company, with copy to the union, otherwise the sanction or reprimand will be considered null and void.

a) In accordance with article 10, the medical examination, if required, will be at the cost of the company.

b) All drivers will have to submit to an eye examination at the cost of the company when required by the company.

1) **ACCIDENTS**

a) Accidents for which the employee is at fault, or that for which action or inaction has contributed to this accident, will result a disciplinary measure which may range from the reprimand to dismissal and this, according to the gravity, the degree of negligence or the inattention for which he has made proof and equally the frequency of accidents.

b) Failure to report an accident, as soon as possible, it will result that the employee will be subject to a disciplinary measure.

c) Employees implicated in accidents will be advised by the company to know if the accident was avoidable or unavoidable, within thirty (30) days of the last day of the month in which the accident is occurred.

d) The company accepts to supply a form in which the employees will report the accidents and to supply an appropriate additional form to report the incidents.

e) These regulations will not apply to mirrors while in congested loading areas.

2) EQUIPMENT

a) 12 Tampering intentionally the tachometer, the regulator or other safety devices.

b) 5 Excessive idling of an equipment.

c) 9 Failure to properly hook-up the units, ensure that safety pin is engaged and trailer dollies fully raised.

d) 2 To operate intentionally an equipment with low tire pressure.

e) 5 Failure to insure that the power equipment is properly serviced for fuel, oil or water, before leaving the terminal, when required by the company.

f) 9 Failure to report all mechanical equipment defects when known.

g) 12 To use without authorization, an engine vehicle belonging to the company or to the expeditor.

3) CONDUCT AND BEHAVIOR

a) 12 To absorb alcohol or other illegal stimulants while on duty or on the company premises.

b) 7 Reporting for duty while under the influence of alcohol or other illegal stimulants.

c) 12 Intentional dishonesty or voluntarily damage.

d) 2 Discourtesy to customer (subject to investigation).

e) 3 Using intentionally in a negligent way or misuse the property or the equipment belonging to the company, except the loading, in accordance with the degree of negligence or the inattention.

f) 12 Failure to conform instructions issued by the authorized personnel.

g) 2 Failure to make proper collections.

h) 4 Failure to load or unload correctly or consciously mistreats the cargo.

i) 12 Condemnation resulting from the loss of the driving permit while operating an equipment of the company.

j) 6 Failure to conform to the posting or to instruction notices of the company.

k) 12 Failure to terminate a trip without the authorization of the employer.

l) 2 No cellular phone used during the working hours.

m) 12 Verbal abuse or threat towards the clients or the employees of Active Canada Inc. (subject to inquiry).

n) 11 Smoke in a client's truck or at the employer's premises.

o) 12 Refuse a dispatch (subject to inquiry).

4) REPORTS

a) 12 Deliberately punching another employee time card.

5) DRIVING

- a) 11** Failure to follow as itinerary as designated or instructed.
- b) 6** To exceed the maximum speed authorized by the law.
- c) 2** Unjustified delays while driving a vehicle of the company.
- d) 7** Deliberately tailgating.

6) PUNCTUALITY

- a)** An absence of more than three (3) consecutive working days without notice will be considered as a voluntary departure.
- b) 1** Failure to notify the company at least one (1) hour before starting his regular team when unable to report to work with an reasonable explanation.
- c) 2** Reporting late for work without a valid explanation.
- d) 10** Failure to report at work after having received instructions to do so (except for circumstances out of the control of the employee.
- e)** All employee absent of his work more than five (5) days because sickness, will have to provide satisfactory evidences to the direction, if required. It will be the responsibility of the employee to inform the company when he will be available for work. If the company asks a medical examination or a report from the doctor at this moment, the employee will be paid for all the time that he loses.
- f)** In the case of frequent absence, the employer has the right, in any time, to request a medical justification.

NUMBERS OF INFRACTIONS

Category	1	2	3	4	5
1	R	R	S/D		
2	R	1D	3D	S/D	
3	R	1D	7D	S/D	
4	R	1D	2D	3D	S/D
5	R	1D	3D	7D	S/D
6	R	3D	7D	S/D	
7	R-7D	S/D			
8	R	S/D			
9	1D	3D	7D	S/D	
10	3D	3-7D	S/D		
11	3D	S/D			
12	S/D				

CODES

- R : Reprimand
- D : Days of suspension
- S/D : Subject to dismissal

IN WITNESSETH THEREOF, the parties have signed this day 9 of December 2016.

FOR THE COMPANY

Odre Vann
Bruce Jackson

FOR THE UNION

Leo Sabbert
Ing Ruter

LETTER OF UNDERSTANDING #1

BETWEEN

**ACTIVE CANADA – BOISBRIAND - QUEBEC
(PROVINCIAL AMERICAN TRUCK TRANSPORTERS
OF STE-THERESE INC.)**

AND

TEAMSTERS QUEBEC LOCAL 106

IT IS AGREED BETWEEN THE PARTIES that Mr. Michel Godon, Mr. Guy Robert and Mr. Mario Robichaud will have their hiring date in St-Thomas, Ontario Canada respected and this, only to determine their annual percentage of holiday pay.

IN WITNESSETH THEREOF, the parties have signed this day 9
of December 2016.

FOR THE COMPANY

enche Vann
Bruce Jackson

FOR THE UNION

Legat
Guy Robert
Mario Robichaud

LETTER OF UNDERSTANDING #2

BETWEEN

**ACTIVE CANADA – BOISBRIAND - QUEBEC
(PROVINCIAL AMERICAN TRUCK TRANSPORTERS
OF STE-THERESE INC.)**

AND

TEAMSTERS QUEBEC LOCAL 106

IT IS AGREED BETWEEN THE PARTIES that the employer will pay a premium of \$0.02 per mile, and this, for all mileages on the trips for USA.

IT IS AGREED BETWEEN THE PARTIES that for trips for USA, the employer will pay an amount of \$7.50 per day (in Canadian money), and this, as replacement for exceeding expenses related to the exchange rates.

IN WITNESSETH THEREOF, the parties have signed this day *9* of *December* 2016.

FOR THE COMPANY

ende Van -

Bruce Jackson

FOR THE UNION

Leptakto

my haw

[Signature]

LETTER OF UNDERSTANDING #3

BETWEEN

**ACTIVE CANADA – BOISBRIAND - QUEBEC
(PROVINCIAL AMERICAN TRUCK TRANSPORTERS
OF STE-THERESE INC.)**

AND

TEAMSTERS QUEBEC LOCAL 106

1. Boisbriand will have a seniority dispatch on Monday and Friday. Dispatch time will be 10h00 a.m. Monday and Friday.
2. Drivers must call the office by 09h30 a.m. to make themselves available for dispatch, leaving a number that they can receive a return call.
3. Drivers in the field that have completed their trip on Friday and have not arrived home may make themselves available for weekend dispatch, provided they have hours to dispatch and leave on their trip by 04h00 a.m. Monday. The driver will not dispatch in seniority order, he will be allowed to dispatch on any load left over after the seniority dispatch.
4. Drivers will leave a telephone number for dispatcher to call them back no later than 10h00 a.m.
5. Dispatcher will make two attempts to return calls for dispatch (verified by union member), driver fails to answer will not be able to grieve the dispatch and will take whatever is left when reach successfully by the dispatcher.
6. Any driver that fails to make themselves available by 09h30 a.m. will be dispatched last and will not be able to grieve the dispatch.
7. Tuesday, Wednesday and Thursday dispatch will be first-in – first-out, driver must be at home to dispatch and driver must depart before 04h00 a.m. the next morning. Drivers that arrive

home after the office close, will call next morning by 09h30 a.m. and make themselves available for dispatch and will be dispatched by seniority.

IN WITNESSETH THEREOF, the parties have signed this day 9 of December 2016.

FOR THE COMPANY

Arde Van

Bruce Jackson

FOR THE UNION

Leo Alberto

Mykuba

[Signature]

5,