

COLLECTIVE LABOUR AGREEMENT

EXECUTED

BETWEEN: TEAMSTERS QUEBEC LOCAL 106
hereinafter referred to as "The Union"

AND: SGT 2000 INC.
hereinafter referred to as "The Employer"
and/or "The Company"

12687 (05)

COPIE CERTIFIÉE/CONFORME

Par: *Leubov*.....

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**The French version shall be the OFFICIAL version
of this collective labor agreement**

In this collective labor agreement, for the sake of conciseness, where the forms "he/him" or "his" appear, they are to be understood in the generic sense that includes "she" and its related forms.

ARTICLE 1

PREAMBLE AND RECOGNITION

1.1 The intent and purpose of this collective agreement shall be to promote harmonious relations between the employer, the employees and the union and, among other things, to agree on working conditions including hours of work and wage rates that are fair and equitable to all parties, by maintaining high level of efficiency in employees' performance, by furthering their career advancement and professional development and by cooperating to a fair settlement of any dispute which may arise in the performance of their work.

In other respects, the parties shall participate, in good faith, in any effort to promote and improve economic and industrial relations within the trucking industry.

1.2 The parties recognize that there is a persisting shortage of drivers in the trucking industry and that this agreement shall be interpreted so as to minimize the impact that such a phenomenon could have on the company.

1.3 The parties recognize that customer service is vital to the survival of the company and that this agreement shall be interpreted so as to ensure top quality service to customers.

ARTICLE 2
BARGAINING UNIT

2.1 The employer recognizes the union as the sole bargaining agent for its employees covered by the bargaining certificate issued to the union for all categories stipulated on the said certificate.

2.2 For the purpose of administering this collective agreement, Teamsters Quebec Local 106 hereby directs Teamsters Local Union 938 to settle all disputes that Local Union 938 members may have with the employer. In order to achieve this, the employer recognizes that whenever Local Union 938 is acting on behalf of its members, it is acting on behalf of the certified local union.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The parties recognize that the employer has the right to administer its business manage. The company and generally exercise all prerogatives inherent to a healthy management, provided this right is not exercised in a way that is contrary to the provisions of this agreement. Without any limitation to the general meaning of the foregoing, the employer has the right to hire, transfer, dismiss, suspend and generally direct the work force, discipline its employees for inefficiency, dishonesty, dangerous or careless driving, voluntary insubordination or for any violation of working rules and regulations or for any other just cause, provided the employer assumes the burden of proof and also provided there is no discrimination against the employees.

3.2 The parties recognize that the employer also has the right to make, alter and enforce rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

4.1 During the term of this agreement, there shall be no lockout by the employer nor any strike or work stoppage or suspension of work, either complete or partial, for any reason, by the employees or the union.

4.2 In the event an employee refuses to cross a picket line set up at a location other than the employer's, it shall not be

interpreted as a violation of this agreement and it shall not be a cause for discharge or disciplinary action, provided the union has notified the employer within twenty-four (24) hours of its knowledge that a strike is in progress. However, it is agreed that, in cases of perishable goods or any other emergency situation, the employer and the union shall co-operate in order to avoid loss of such perishable goods or otherwise deal with emergency situations.

ARTICLE 5

UNION SECURITY

5.1 Conditional on remaining employed, all employees must belong to the Local Union and remain paying members for the entire duration of this collective agreement.

5.2 Conditional on remaining employed, all new employees must become and remain paying members of the Local Union once they have completed their probation period. The employer deducts the initiation fees due to the Local Union in installments of twenty-five dollars (\$25.00) per month from the pay of all employees who have completed their probation period. They must, however, pay the Local Union dues established by the Local Union starting with their first pay.

5.3 The Secretary-Treasurer of the Local Union provides the employer with a letter confirming the amount of Local Union dues, initiation fees, arrears, etc..., to deduct from each employee. The employer deducts all regular or special dues or arrears from each employee's pay at the intervals and according to the amounts indicated by the Secretary-Treasurer in this letter.

5.4 All sums of money deducted from each employee's pay, according to the terms of the preceding paragraphs, must be submitted on a monthly basis to the Secretary-Treasurer of the Local Union before the fifteenth (15th) day of the following month. These payments must be accompanied by a list indicating the name, address and social insurance number.

Beside each employee's name, the employer must record the amounts deducted during the month, indicating, distinctly and separately, the amounts deducted for dues and initiation fees.

5.5 The employer must indicate on each employee's T4 and Relevé¹ the amount of the deductions taken from each employee's pay.

5.6 It will be the employer's responsibility to have the membership cards provided by the Local Union signed by new employees on the day they are hired. It is the employer's responsibility to ensure that these forms are properly signed and returned to the Local Union in due form with the next Local Union dues payment.

ARTICLE 6

PREROGATIVES AND SPECIAL CONDITIONS APPLICABLE TO UNION DELEGATES AND OFFICERS

6.1 The employer recognizes that the union has the right to appoint a union delegate to represent employees and, if the operations are such that they cannot be covered by one union delegate, additional union delegates may be appointed at any location where the employer operates a terminal. The duties of the union delegate shall in no way come into conflict with those of his employer and he shall be held responsible for the same quantity and quality of work as the other employees, except for the time spent fulfilling his duties as a union delegate at his employer.

6.2 The union shall inform the employer, in writing, of the name of any union delegate. The employer shall not be asked to recognize a union delegate until such notification from the union has been received by certified mail.

6.3 For the purpose of work allocation, choice of vacation and/or in the event of a lay off due to a lack of work, the union delegate shall have the preference as to the seniority within the limits of his classification. The choice of vacation of union delegate shall not affect the choice of vacation of other employees.

6.4 If two (2) or more union delegates with equal qualifications are bidding for the same available work, seniority rules as established in this collective agreement shall prevail.

6.5 Union delegates, excluding members of the Union Executive Board, not to exceed three (3) per employer, may be absent from work at their own expense to attend union meetings, provided the employer is given by the union a verbal notice of at least two (2) days in advance and confirmed in writing. In emergency cases, such verbal notice may be given, at the latest, the day preceding the absence. It is agreed that this provision shall not interfere with productivity or alter the quality of service provided by the employer and it shall not result in an increase in production costs.

6.6 The employer agrees to grant to all present and future union employees, an indefinite leave of absence in order to work for the union, provided the union has advised the employer, in writing, fifteen (15) working days in advance. Such employees shall retain and accumulate their seniority with the company. Such leave of absence shall be revocable upon a fifteen (15) day notice to the employer by the employee. The employee shall be reinstated to his former position to which he is entitled according to his seniority at the time of his return, provided that he can demonstrate to the employer's satisfaction that he has the required ability and skills to perform the job, otherwise he shall continue to choose until a proper position is found for him, or, if it is impossible, the employee shall be laid off according to the provisions of this collective agreement. The employee shall be entitled to training usually provided by the employer. However, any training necessary to get a license, a diploma or a permit required to become a truck driver and which is not usually provided by the employer shall be the employee's own responsibility.

6.7 A union representative shall be allowed to enter the employer's premises, during normal business hours of the location where the visit is to take place, to deal with the administration of this collective agreement, provided that he first notifies the person in charge and provided also that he does not interfere with the operations. However, if the union

representative wishes to meet with an employer's representative at the time of his visit, a 24-hour prior notice to that effect shall be given to the employer's representative who should not refuse without valid reason. Such notice shall also include the specific reason why the union's representative wishes to meet with the employer's representative.

6.8 Upon suspension or discharge of a union delegate, the employer shall notify the union by certified or registered mail or by fax within twenty-four (24) hours (Saturdays, Sundays and Statutory Holidays excluded). It is agreed that the union shall provide the employer with the specific address where the notice according to this paragraph should be forwarded. It is also agreed that the employer shall be freed from any obligation pursuant to this article as soon as the union will have forwarded the said written notice according to its specifications, regardless of the response or lack of response from the union. Failure from the employer to comply with the obligation to give notice as provided in this article shall render the sanction null and void and the employee shall be compensated accordingly. However, the employer may, within ten (10) days of the said cancellation, sanction the employee once again for the same offence and comply with his obligation to give notice as provided in this article. This article does not apply to administrative or disciplinary suspensions issued as a result of an act of violence, theft or fraud or any other criminal act, provided the employer advises the union of his action in writing within twenty-four (24) hours following the imposition of the sanction.

6.9 As much as possible, grievances shall be discussed during the union delegate's normal working hours. The union delegate shall be paid at his regular rate of pay for all time spent with his employer, by appointment, during or after working hours, discussing problems related to the application of the collective agreement in effect.

6.10 When the union delegate from the highway driver classification meets with the employer by appointment at his home terminal, he shall be paid at his regular hourly rate of pay for all time spent discussing problems related to the application of the collective agreement in effect.

6.11 The employer pays the local union delegates designated by the local union the equivalent of a normal work day for each day during which negotiation or conciliation sessions are being held. However, this commitment excludes all negotiations held during a lockout, strike, complete or partial layoff.

A normal work day for an employee represents the average of his or her earnings based on the last twenty (20) days of work.

6.12 The employer agrees to allow the equivalent of two (2) holidays paid by civil year (2 for the Local 106 and 2 for the Local 938), for each union delegate designated by union, for union training. These leaves of absence must be requested in writing at least five (5) working days in advance by the business agent or president of the Local Union.

The employees in training will be remunerated at their hourly rate up to a maximum of ten (10) hours per day

It is agreed that a fifth (5th) day of union leave will be allowed for Local Union 106 and for Local Union 938. However, the Local Union in question will be responsible for all expenses incurred.

ARTICLE 7

GRIEVANCE PROCEDURES

7.1 a) A difference of interpretation or violation of any provision of this agreement by the employer or by any employee covered by this agreement, as well as any other complaint pertaining to working conditions, shall be considered a grievance, provided it is submitted in writing within fifteen (15) calendar days following the event or the knowledge of the event giving rise to the grievance, except where otherwise provided for in this agreement.

b) In the event a highway driver is away from his home terminal, thus unable to follow the steps of the grievance procedure within the prescribed time limits, i.e. the fifteenth (15th) day following the knowledge of the event giving rise to

the grievance, that 15-day time limit shall be extended until the end of the fifth (5th) working day following the highway driver's return to his home terminal.

7.2 First Step

The employee concerned shall first discuss the interpretation problem or the alleged violation with the department supervisor or other immediate supervisor whose decision shall be rendered within two (2) working days. The employee, if he so desires, may be accompanied by a union delegate or a union representative. As much as possible, these meetings shall be scheduled so as to ensure that the employee does not lose too much work.

7.3 Second Step

Failing a satisfactory answer or settlement, the employee shall submit his grievance, in writing, to the manager or his responsible representative. At this time, the employee may be accompanied by a union delegate or a union representative, provided they are available. The employer's representative must render his decision within three (3) working days. The time limitation provided in article 8.2 shall begin as of the date the employer renders his decision about the grievance.

7.4 In the event the union or the employer has a grievance, it shall be the union's or the employer's responsibility to advise the union or the employer, in writing, within fifteen (15) calendar days of the alleged violation of agreement and, by such notification, arrange a meeting between the duly certified union business agent and the general manager or his designate. Should the parties fail to reach a satisfactory settlement, the dispute shall be submitted to arbitration for final decision, as described in article 8.

7.5 It is agreed that neither party to this agreement shall enter into any agreement or contract with employees, which conflicts with terms and provisions of this agreement.

7.6 Except for time limitations mentioned in articles 7.1 and 7.4 which are compulsory, all other time limitations mentioned in this article are procedural limitations and their non-respect can, in no way, be invoked by the parties before an arbitrator, only to prevent the hearing of the grievance.

7.7 All grievance settlements in excess of fifty dollars (\$50.00) shall be paid on a separate cheque which shall be given to the employee with his regular pay cheque following the settlement.

ARTICLE 8

ARBITRATION

8.1 Failing settlement of the grievance after the steps outlined above have been exhausted, the said grievance shall then be submitted to arbitration, depending on the jurisdiction determined in the bargaining certificate issued to the union and mentioned herein, and the following rules shall apply.

8.2 The party submitting the grievance shall notify the other party, in writing, within ten (10) working days of completion of the second step that it intends to submit the grievance to arbitration. Said notice shall include a list of three (3) arbitrators recommended by the party.

8.3 Within ten (10) working days of the notice mentioned in article 8.2, both parties shall meet and try to agree on the choice of an arbitrator.

8.4 If, within the said ten (10) working day time limitation, the parties fail to meet and agree on an arbitrator, the party filing the grievance must, within five (5) working days of the expiration of the above-mentioned ten (10) working days time limitation, apply to the Federal Labor Minister to request the appointment of an arbitrator.

8.5 The decision rendered by the arbitrator shall be final and binding on both parties.

8.6 All monetary grievances which are mutually agreed upon or decided by arbitration shall be paid to the employee concerned within ten (10) working days following the settlement or the receipt of the arbitrator's decision or according to the employee's pay day.

8.7 a) When an aggrieved employee has been suspended or dismissed and his grievance has been partially or completely upheld following a settlement or an arbitration decision, he shall be reinstated to his former position without loss of seniority within three (3) working days from the date of the settlement or the receipt of the arbitration's decision ordering his reinstatement, providing the position still exists at that time. Otherwise, the employee shall be considered as of that date as being laid off because of a shortage of work and he shall then exercise all other rights he is entitled to according to this collective agreement.

b) The arbitrator shall have jurisdiction to render any decision, including the power to increase or reduce any disciplinary measure. However he shall not be authorized to render any decision inconsistent with the provisions of this agreement, nor alter, modify or change any part thereof. The arbitrator shall render his decision with thirty (30) calendar days of the last day of the hearing between the parties.

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

8.9 Time limitations as mentioned in this article are not compulsory and, except in cases of negligence or bad faith, their non-respect cannot be invoked before an arbitrator only to prevent the hearing of the grievance.

In cases of dismissal or indefinite suspension, time limitations cannot, under any circumstances, exceed sixty (60) calendar days.

ARTICLE 9

SEVERANCE PAY

9.1 The employer shall pay to employees, discharged or otherwise leaving the service of the company, all wages owed to them by the employer, including earned vacation, as soon as possible, but no later than seven (7) working days following the receipt of the relevant statement of account prepared and forwarded by the company managing the employer's payroll services.

9.2 Employees discharged by the employer (other than those guilty of theft or any other criminal offence), whose severance took place away from their home terminal, shall be returned to the said terminal by means of a company vehicle or any other transportation facilities at the employer's expense within twenty-four (24) hours following severance or suspension notice given by the employer.

9.3 Advance notice of termination of employment

Except in cases of dismissals for just cause, the employer who dismisses an employee with at least three (3) months of seniority is under the obligation to:

- a) Give the employee a written notice of termination of employment of at least two (2) weeks in advance, or;
- b) In lieu of an advance notice, give the employee an equivalent of two (2) week's salary at his regular rate of pay and for regular hours of work.
- c) A combination of paragraphs a) and b) shall be the employer's choice.

Severance pay

Except in cases of dismissals for just cause, the employer who dismisses an employee with at least twelve (12) months of seniority, is under the obligation to give the

employee one of the following amounts, whichever is the highest:

- a) Two (2) day's salary at the employee's regular rate of pay and for regular hours of work, for every year of service;
- b) five (5) day's salary at the employee's regular rate of pay and for regular hours of work.

ARTICLE 10

EMPLOYEE TRANSFER

10.1 a) In the case of an employee being permanently transferred from one terminal to another, at the employer's request, the later agrees to pay the actual costs of moving the employee's furniture and other personal belongings, or to move the employee's furniture and other personal belongings himself. It is agreed that, in the event of a transfer, the employer shall choose the moving company.

b) An employee who is transferred, from one terminal to another, according to article 10.1 a), shall be paid the equivalent of his daily guarantee at his regular rate of pay for three (3) days, provided the employee packs and unpacks his personal belongings.

10.2 a) In the event of a complete or partial closure of a terminal or when work is moved to another terminal or other terminals under the jurisdiction of the parties to this agreement, the employer shall give the union a 45-calendar day written notice of his intention to completely close a terminal and a 30-calendar day written notice in the case of a partial closure and the employees concerned may bid according to their seniority and qualifications to move to the terminal(s) to which work is being moved. Employees moving shall enjoy their full company seniority.

b) Partial closure of a terminal:

See Appendix "B", paragraph 15 of this agreement for the definition.

c) If the employer re-opens the terminal specified in article 10.2 a), the employees who have been transferred shall have the preference to move back to that terminal, provided they make their intentions known within ten (10) working days following the announcement of the terminal reopening.

10.3 In the event activities covered by this agreement are the subject of a company merger or in the event the employer purchases similar activities from a third party to add to its existing operations, the parties agree that the Canada Industrial Relations Board shall settle any dispute that may arise as a result of such merger or acquisition.

10.4 Upon his transfer from one terminal to another, at the employer's request following a complete or partial closure of a terminal, an employee shall receive a relocation allowance equal to a maximum of three (3) month's rent, upon presentation of his lease as a proof. Such allowance will not be paid to the employee concerned if he has been advised in writing by the employer within reasonable time, allowing him to end his lease without penalty.

ARTICLE 11

BULLETIN BOARDS

11.1 The employer agrees to allow posting of any notice of union meetings or activities and this collective agreement in a locked glass bulletin board, provided by the employer for that purpose. This board will be used exclusively by the union (union delegate) and the keys shall be given to the union delegates. The union shall be responsible for the proper use of this board, making sure that it is exclusively used by the union in a way that is not offensive for the employer or any of the employees.

ARTICLE 12

MEDICAL EXAMINATION

12.1 Any medical examination requested by the employer shall be promptly complied with by all employees, provided however, that the employer pays for such examination. The employer reserves the right to select his own medical examiner or physician and the union may have an employee re-examined at the union's expense.

12.2 When a medical examination is requested by the employer, the following conditions shall apply:

- a) If an employee undergoes a medical examination during his normal working hours, he shall be paid for the time involved; therefore, he shall not lose any pay as a result of his undergoing a medical examination.
- b) If a medical examination is requested after working hours, the employee shall be paid twenty dollars (\$20.00) and, in such case, he shall be given at least three (3) working days notice, prior to his appointment with the doctor.

12.3 If an employee has a health condition that may affect the employer's operations, the public or his own personal well-being that, in the employer's opinion, would warrant an examination, the employer shall have such employee examined and pending the outcome of such medical examination, the employer shall have the right to suspend the employee without pay.

If, upon examination, it is found that the employee is medically unfit to perform his duties, he shall be transferred to another operation within the terminal and within the bargaining unit, without loss of terminal seniority, provided that he is medically and physically fit to perform the work in the department where he is transferred, that he is qualified to perform such work, that he has enough seniority to bump the employee assigned to such work and that such a transfer, in

the employer's opinion, does not alter the quality of his operations.

If, upon examination, the suspended employee is found to be medically fit to perform his normal duties, he shall be reinstated and paid for all time lost. It is understood that, in the application of this article, an employee who has been transferred because of a health condition shall maintain his position in the department to which he has been transferred provided that his condition does not deteriorate.

It is understood that, if an employee is laid off as a result of such a transfer, the employer will be under no obligation to pay any benefits to this employee since his layoff would be the result of a sudden and unexpected incident which the employer had no control over. It is also agreed between the parties that the employee transferred would receive the same pay and the same benefits that the bumped employee was receiving at the time he was bumped. It is also agreed between the parties that this article shall only apply if it is predictable that the employee's incapacity will last at least three (3) consecutive months; medical proof to that effect shall be the employee's responsibility and at his own expense. It is understood that a warehouseman can never be bumped by a driver.

12.4 An employee who is injured on the job and sent home or to the hospital, or who requires medical care shall be paid at his hourly rate for the rest of his regular work shift. If, afterwards, he needs to take time off within his regular work day, in order to get additional medical care as required by the doctor from the *CNESST*, he shall not lose any salary as a result.

12.5 a) The employer agrees to co-operate towards the prompt settlement of employees on-the-job injury claims when such claims are due and payable according to the law.

b) Whenever the employer requires a medical certificate from an employee, such certificate shall be paid for by the employer, unless it is a pre-employment physical examination.

c) The employer may request a medical certificate from an employee or from employees absent because of sickness.

d) Every time the employer has to pay for a medical certificate, he has the right to choose the doctor who will issue the medical certificate.

12.6 Advances in case of work-related accidents:

a) In the event an employee is unable to work because of a work-related accident and there is no doubt about the validity of his claim, the employer shall advance to the employee, weekly benefits equivalent to those he would normally receive from the *CNESST*, and this, for a maximum of four (4) weeks, effective the fourth (4th) week following a statement signed by the employee, until the day he receives a first cheque from the *CNESST*.

b) In such case, the employee shall sign a document authorizing the employer to be reimbursed for all amounts of money so advanced, out of the employee's earnings either accumulated at that time or future earnings, or from any compensation the employee will receive for his disability.

c) Any employee who makes a false statement in order to get *CNESST* benefits or who fails to reimburse or is late reimbursing his employer for the amounts of money advanced to him, shall be subject to very severe disciplinary action which may include immediate dismissal.

ARTICLE 13

STANDARD AND NEW EQUIPMENT

13.1 a) It is to the mutual advantage of both the employer and the employee that employees operate vehicles which are in a safe operating condition and equipped with safety equipment as required by law.

b) It shall be the employees' duty to promptly report, in writing to the employer at the end of their work shift, all

defects to the equipment and in the meantime, to take reasonable measures to protect their health and safety and that of other workers and the general public, and also to protect the employer's equipment and his interests and responsibility under the circumstances.

c) It shall be the employer's duty and responsibility to maintain all vehicles in safe operating condition, in accordance with the Department of Transport's regulations and the Highway Code.

d) The maintenance of equipment in sound operating condition is not only a duty but a responsibility on the part of the management. It shall be the employees' responsibility to cooperate and assist the employer, in a constructive and efficient manner, to assume this responsibility.

e) It shall be the responsibility of the driver concerned to inspect the equipment and the determination of the condition of equipment shall be the responsibility of the qualified supervisor involved.

f) All trucks shall be equipped with the following accessories:

- power steering
- proper heater;
- windshield wipers, defrosters and windshield washer liquid;
- safety platform (where required);
- three (3) to six (6) flares and/or emergency warning triangles;
- right side convex mirrors;
- fire extinguishers;
- hydraulic or pneumatic seats (for the driver only);
- air conditioning

It is agreed that all trucks already equipped with the above-mentioned accessories shall maintain such

accessories in working order and all future trucks shall be equipped with all these accessories.

However, some trucks in the Quebec Plus division might not be equipped with air conditioning.

The employer shall be under no obligation to maintain in operating condition or to replace air conditioning systems already installed in some trucks assigned to Quebec Plus division local services.

g) It shall not be considered a violation of this agreement when employees refuse to operate unsafe equipment unless such refusal is unjustified.

h) During cold and /or inclement weather, no employee shall be compelled to remain inside a broken down vehicle whose engine is not running when such vehicle is towed from one place to the other by another vehicle, except in cases where a vehicle is boosted in the yard of a company terminal.

i) In case of breakdown of air conditioning or heating system that may create an uncomfortable situation for the driver, the employer will take the measure to return the vehicle to an "SGT 2000 INC." repair facility. In the said case, the employee may be reimbursed for a motel room when preauthorized by the employer, without putting the equipment and/or the freight in jeopardy.

13.2 It is agreed that every driver will be provided with forms on which to report defects in equipment. The driver can make a photocopy of the form on a photocopier provided by the employer, give the original to the employer and keep the copy for himself. The foreman will sign the report when all repair work is completed. Once completed by the driver, this report will be signed by a company representative.

13.3 The employer who requests a driver to operate a vehicle whose weight exceeds the legal limit will assume entire responsibility, including charges and fines, for it. Any employee exercising the rights conferred to him by this article

will not be penalized in any way, and will not, for that reason, incur any reduction in working hours or mileage.

13.4 In the event the employer institutes new types of equipment and/or operations after the signing of this collective agreement, for which rates of pay have not been negotiated but are, however, part of the operations covered by this agreement, it is agreed that rates of pay covering these equipments or operations shall be subject to negotiation between the parties. Agreed upon rates of pay shall be in effect as of the date of agreement or, at the latest, thirty (30) days following a negotiation meeting notice given by either party. In the event the parties fail to reach an agreement, either on what should be considered as new equipment or new operation, or on the salary and related benefits, the dispute shall be submitted to arbitration, as stipulated in article 8.

ARTICLE 14

PASSENGERS

14.1 No driver shall be permitted to allow anyone, other than company employees on duty, to ride in his truck, unless authorized in writing by the employer.

14.2 The foregoing shall not prohibit drivers from picking up other drivers or helpers who are stranded because of wrecked or broken down equipment, or any other person in distress, to drive them to the first available point of communication that provides adequate facilities required under the circumstances. In such cases, drivers shall report the incident on their daily report sheet.

ARTICLE 15

ACCIDENTS, LOSS OR DAMAGE TO CARGO OR EQUIPMENT

15.1 Any employee involved in an accident shall not be held responsible, unless proof of negligence is established.

15.2 Employees shall not be held responsible for loss or damage to cargo, unless proof of negligence is established.

15.3 Employees shall not be required to financially contribute to compensate any claim for loss or damage to cargo and/or equipment.

ARTICLE 16

SENIORITY

16.1 a) The purpose of seniority rules is to establish a policy governing lay offs, recalls, vacation, transfers, promotions and work allocation.

b) Seniority will be retained and will remain separated by terminal in each of the following classifications and dispatched by division:

- 1)** International driver
“flat bed” division
“dry van” division
“container” division
- 2)** Interprovincial driver
- 3)** Regional driver
“dry van” division
“dock” division
“container” division
- 4)** Warehouseman

16.2 Dispatching System

a) On-Location Dispatch

- 1)** Assignments shall be offered to the senior drivers available and these drivers shall have the privilege to accept or refuse said assignments.
- 2)** The employer cannot force a driver to accept an assignment if other drivers are available.

- 3) In the event no other available driver is willing to accept the assignment, the employer has the right to impose the assignment on the other drivers available by reverse order of seniority and they will have to work.
- 4) The parties also agree that whenever a driver has accepted an assignment, he will not be allowed to change his mind.
- 5) It is also agreed that the driver who has already been assigned to a dispatch cannot be bumped by a senior driver who did not bid on the assignment or who was not available at the time of the dispatch.

b) **On-the-road Dispatch**

- 1) The available driver who is best located to get the assignment shall be dispatched.
- 2) In all cases when the assignment of two drivers or more, within a 20-mile radius from the point of origin of the dispatch, shall also be appropriate to do the job, taking into consideration all relevant parameters including the employer's service requirements, the employee with the most seniority and qualified to carry out the task shall get the assignment.
- 3) In the event of a refusal from all available drivers, the employer has the right to impose the assignment to the available driver by reverse order of seniority and he will have to work.

c) **Availability Rules**

Home Base Terminal

- 1) According to hours off regulations and hours of work limitations as described in this agreement.
- 2) A driver is considered available if he is present at the time and at the location where the load is scheduled to be dispatched.

In Other Terminals

- 1) Loads shall be assigned on a "first in - first out" basis, regardless of the driver's seniority.
- 2) However, regardless of the above provisions, a driver who is available to return to his home terminal shall be dispatched first if the load available is in the direction of his home terminal.
- 3) In all cases when the assignment of two drivers or more shall also be required to do the job, taking into consideration all relevant parameters including the employer's service requirements, the employee with the most seniority and qualified to carry out the task shall get the assignment.

16.3 a) A layoff is defined as a period of two (2) consecutive days without work following the resetting to zero of the hours of service in accordance with the applicable regulations. At the time of a layoff, the employee may use his seniority to transfer to another classification provided that he makes the request and has the necessary qualifications to complete the task. When work returns to normal, the transferred employee will return to his classification.

b) The employer has a classification called "on-call drivers" who are standby drivers to whom work can be offered when there are no other drivers available in other classifications.

16.4 Where the employer needs to permanently fill an existing or a new position within a classification, such opening shall be posted on the bulletin board for a 72-hour period (Saturdays, Sundays and Statutory Holidays excluded) and employees in other classifications may bid and transfer, provided that they have the necessary seniority and qualifications. The employee who transfers from one classification to another, under the foregoing conditions, shall be placed in the new classification according to his company seniority. The transfer of the selected employee shall take place within ten (10) working days following the employer's decision concerning the employee's assignment.

16.5 a) Those promoted to a supervisory position or positions not subject to this agreement, shall retain their seniority after promotion for a period of twelve (12) months. It is agreed that this 12-month permission may be extended upon mutual agreement between the employer and the union.

b) If demoted for any reasons, or if the promoted employee mentioned in article 16.5 a) voluntarily requests reinstatement to his former position, the time served in the supervisory position shall be included in his seniority rating.

c) Such employee promoted to a supervisory position shall forfeit any recourse to the grievance procedure as provided for in this agreement, should he be dismissed from such position not covered by this agreement.

d) If an employee is promoted to a supervisory position that is subsequently abolished, such employee shall return to his former position without loss of seniority. Employees on leaves of absence at the time of the signing of this collective agreement shall not lose any of their granted

rights; however, it is agreed that the 12-month period mentioned in article 16.5 above with regards to employees in supervisory positions shall begin as of the date this collective labor agreement is signed.

16.6 New employees shall be considered probationary employees until placed on the seniority list. An employee shall be placed on the regular seniority list after he has worked during sixty (60) working days effectively worked in a period of six (6) consecutive months. During such period employees may be dismissed or disciplined without recourse to the grievance or arbitration procedures. At the end of said sixty (60) working days in a period of six (6) consecutive months, the employee shall be placed on the regular seniority list starting at the beginning of his last period of six (6) months effectively worked.

16.7 The employment of an employee will terminate, and he shall lose his seniority status and his name shall be removed from the seniority list for any of the following reasons:

- a) Voluntary termination of employment.
- b) If an employee is dismissed and not reinstated.
- c) If a laid off employee has been notified in writing by the employer seven (7) calendar days in advance at his last known address to return to work on a given date and the said employee does not report to work on the specified date or he has not been authorized by the employer, prior to that specified date, to choose another return-to-work date. It shall be the employee's responsibility to keep the employer informed, at all times, as to his current address and telephone number.
- d) If an employee overstays a leave of absence granted by the employer, without securing an extension in writing of such leave of absence or if the employee, during his leave of absence, is occupied in activities other than what he had agreed upon when requesting his leave of

absence and the employer is of the opinion that such activities are inconsistent with what he had declared or inconsistent with the employer's interests, and the employee refuses or neglects to cease such activity upon receipt of a written request to that effect sent by the employer to his last known address. The employee shall ensure that the employer is informed at all times of his complete and exact address and phone number.

- e) If an employee is laid off and is not recalled for a period extending beyond eighteen (18) consecutive months beginning the day following the last day of work.
- f) If an employee is absent from work, without justification, for three (3) consecutive working days (for that employee). If the employee claims that it was absolutely impossible for him to communicate with the employer or to let the employer know of his situation during that 3-day period, the employee shall bear the burden of proof.

16.8 The employer shall remit to the Union Business Agent, every six (6) months, i.e. March 1st and October 1st, a seniority list by classification indicating the employees' names, hiring dates, social insurance numbers, classifications, addresses and phone numbers.

Another seniority list by classification showing the employees' names, hiring dates and classifications shall also be posted on the same dates on the bulletin board. A copy of this last list, including the employees' phone numbers, shall be given to the union delegate.

16.9 Leave of absence without pay

The union and the employer agree to meet and evaluate on a case-by-case basis every request of leave of absence without pay submitted by employees.

No leave of absence without pay will be granted without the agreement of both parties. Such leave of absence will not exceed twelve (12) months.

ARTICLE 17

UNIFORMS

17.1 a) At the end of each twelve (12)-month period worked for the employer, each driver is entitled to an overall maximum of two hundred dollars (\$200.00) for the purchase of either company clothing (from the employer's boutique) or safety boots (with proof of purchase). The combined total of these two (2) types of purchases must not exceed the allocated amount of two hundred dollars (\$200.00) per twelve (12)-month period at any time. A refusal to wear safety boots while performing tasks at work will be considered a violation of company rules. The employee may also purchase quality work gloves.

b) The employer shall provide warehousemen with coveralls that shall be replaced by the employer, when needed.

The cleaning of such coveralls shall be fully covered by the employer.

17.2 a) It is agreed that the employer will provide employees who handle hazardous material with the necessary personal protection equipment (rubber clothing, goggles, coveralls, etc., excluding thermal clothing).

b) Shunters or any other employee required to work as a shunter or yardman during inclement weather shall be provided with protective clothing including coveralls, but excluding thermal clothing.

c) The employer agrees to replace rain coats, when needed and upon presentation of used rain coats, for flat-bed truck drivers with more than one year of seniority.

17.3 The employer will provide each employee with a safety helmet when the use of this type of helmet is required by the employer and/or his client.

ARTICLE 18

PAID STATUTORY HOLIDAYS

18.1 a) The following days shall be considered as paid statutory holidays, whether or not they fall on a working day:

- 1) New Year's Day;
- 2) Good Friday;
- 3) Victoria Day;
- 4) St-Jean Baptise Day (in replacement for Remembrance Day)
- 5) Canada Day;
- 6) Labour Day;
- 7) Thanksgiving Day;
- 8) Christmas Day;
- 9) Boxing Day.

Note: For employees based in Ontario, Saint-Jean-Baptiste Day will be replaced by their Civic Holiday, which is observed on the first Monday of August.

b) The employer may change one or several statutory holidays in order to meet customers' demands. Under these circumstances the employer shall determine which days will be taken by the employees in lieu of statutory holidays and will advise said employees forty-eight (48) hours in advance.

18.2 All hourly rated employees shall receive the equivalent of their daily guarantee at their appropriate hourly rate, and highway drivers and drivers working on a mile/hour combination during the week of the statutory holiday, shall receive the equivalent of ten (10) hours at their hourly rate for the above-mentioned statutory holidays, provided that:

- a) They have not been laid off for more than twenty-five (25) calendar days prior to the holiday;
- b) They have not been absent from work because of sickness or injuries for more than twenty-five (25) calendar days prior to the holiday;

However, employees receiving benefits from their group insurance program or from the CNESST shall be paid the difference between the statutory holiday pay and the amount of benefits they received.

- c) An employee who misses work without just cause the last day he would normally work immediately before a statutory holiday will be considered, for the purposes of this article, as not normally working the day of the statutory holiday, and will not be paid for this holiday.
- d) Senior employees in each classification shall be given the preference to work during statutory holidays. However, they shall have the right to decline work provided that a sufficient number of junior qualified employees are available. When necessary, employees shall work according to the reverse order of seniority, with consideration of the required qualifications for the work to be performed.

18.3 Notwithstanding the above provisions, if an hourly rated employee is required to work on any of the said statutory holidays, he shall be paid time and a half (1½) of his regular rate of pay for the time worked, unless the holiday is moved, at the employer's discretion and convenience, but no later than thirty (30) working days before or after the date scheduled for the holiday; this 30-working day time limitation can only be exceeded upon advance agreement by the employee.

18.4 If the holiday falls within an employee's scheduled vacation period, he shall be entitled to one extra day off with pay immediately following his vacation; except for vacation

scheduled during the summer vacation period, where the employee, upon his request, may schedule said holidays as he wishes provided he gives notice to the employer at least one (1) week in advance, and this, outside the summer vacation period.

18.5 When one of the statutory holidays falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid for the holiday, according to the above-stipulated conditions. However, during the Holiday Season, if one of the statutory holidays falls on a Saturday or a Sunday, the employees may be entitled, according to their seniority, to one extra day off without pay during the week following the said holiday, as per the following procedure.

Work shall be allocated by seniority to employees who have the required qualifications for the work to be performed. However, if senior employees refuse to work, the reverse order of seniority in each classification shall be applied, in consideration with the required qualifications for the work to be performed, once the seniority list has been exhausted and those employees will have to work.

18.6 a) The employer shall make every possible effort, taking into account customer service requirements, to arrange dispatching highway drivers so they are back to their home terminal and off duty at 12:00 (noon) on Christmas Eve and at 6:00 p.m. New Year's Eve.

b) In compensation for statutory holidays, highway drivers shall be entitled to twenty-four (24) consecutive hours, without being called into work, beginning the minute they have completed their last assignment on the day before or the day of said holiday.

18.7 Probationary employees shall not be entitled to statutory holiday pay.

18.8 All hourly rated employees working on the evening shift on the eve of a statutory holiday shall be paid at their regular hourly rate of pay for their entire shift. If an employee is

required to work on the evening of the statutory holiday, he shall be paid at time and a half (1½) of his regular hourly rate for the entire shift.

ARTICLE 19

ANNUAL VACATION

19.1 Any employee who on January 1 of the current year has not completed one (1) year of continuous service, shall be granted one day's vacation with pay per month of continuous service, up to a maximum of ten (10) working days. Compensation for said vacation shall be four per cent (4%) of his total earnings from his hiring date until December 31 of the preceding year.

19.2 Any employee who on January 1 of the current year has completed one (1) year of continuous service, shall be granted two (2) weeks' vacation with pay, calculated at four per cent (4%) of his total earnings during the period extending from January 1 to December 31 of the preceding year.

19.3 Any employee who on January 1 of the current year, has completed five (5) years or more of continuous service, shall be granted three (3) weeks' vacation with pay, calculated at six per cent (6%) of his total earnings during the period extending from January 1 to December 31 of the preceding 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 given at his anniversary of employment.

19.4 a) Any employee who on January 1 of the current year, has completed nine (9) years or more of continuous service, shall be granted four (4) weeks' vacation with pay, calculated at eight per cent (8%) of his total earnings during the period extending from January 1 to December 31 of the preceding year. If an employee did not complete his ninth (9th) year when he goes on vacation, his pay for the fourth (4th) week will be given at his anniversary of employment.

b) Any employee who on January 1 of the current year, has completed eighteen (18) years or more of

continuous service, shall be granted five (5) week's vacation with pay, calculated at ten percent (10%) of his total earnings during the period extending from January 1 to December 31 of the preceding year. If an employee did not complete his eighteenth (18th) year when he goes on vacation, his pay for the fifth (5th) week will be given at his anniversary of employment.

19.5 a) The choice of vacation periods shall be made according to seniority in each classification.

b) The employer agrees to issue a notice on February 15 of the current year to inform employees that they will be called in to choose their vacation as of March 1 of the current year. In the event an employee does not choose his vacation within the given period, he will not be able to exercise his seniority to claim a vacation period and he will have to accept the available periods.

c) It is agreed between the parties that only ten per cent (10%) of the employees in the same classification can take their vacation at the same time.

If an employee gets the permission from his employer not to take his vacation during the period he had already chosen, he shall choose another available period without interfering with other employees' already chosen vacation.

It shall be the employer's responsibility to call the employees in the office according to seniority, so they can choose their vacation period and the final vacation schedule shall be determined by the employer, according to his operational needs, and posted at the latest April 1 of the current year.

d) Employees are required to take their vacation during the period extending from April 1 of the current year to March 31 of the following year and they will be entitled to take their vacation outside the summer vacation period.

e) Vacation pay and statutory holiday pay shall be considered as earnings.

f) An employee cannot be called in to work during his vacation period.

g) If an employee wishes to take an additional week's of vacation, without pay and outside the summer vacation period, it should be granted to him provided that the employer is able to meet customer service requirements, without increasing production costs as a result.

h) Employees will not be allowed to take more than three (3) consecutive weeks' vacation.

19.7 Vacation pay cheques shall be given to employees with the last regular pay cheque, provided that vacation periods are scheduled according to article 19.6 d).

19.8 Vacation pay cheques shall be given to employees separately from regular pay cheque and through bank transfer.

ARTICLE 20

HOURS OF WORK FOR HOURLY RATED EMPLOYEES

20.1 a) The regular work week for all warehousemen shall be no more than forty (40) hours, consisting of a 14-consecutive day schedule, divided as follows:

- Day 1 and Day 2 on duty;
- Day 3 and Day 4 off duty;
- Day 5, Day 6 and Day 7 on duty;
- Day 8 and Day 9 off duty;
- Day 10 and Day 11 on duty;
- Day 12, Day 13 and Day 14 off duty

Every workday consists of a 12-hour work shift, including one hour for meals without pay. Work shifts, when worked during the week, begin at 08:00 a.m. and 7:00 a.m. during weekends.

b) The regular work week for all drivers shall be governed according to the provisions of the Canada Labor Code, and by driver hours and working hour's regulations as well as any other relevant legislation.

Urban driver: Any driver who works 80% or more in the interior of a radius of thirty (30) kilometers, and this, by pay period.

20.2 a) All employees paid on an hourly basis will receive a minimum of six (6) hours of pay, at their regular rate of pay, each time they report for work, unless they are personally notified by their employer or his representative, or in writing two (2) hours before the beginning of their normal work shift, that they do not have to report for work.

b) If a snow storm occurs prior to the beginning of a regular shift and the employer decides to put his employees on call, he shall give verbal notice to employees at least two (2) hours before the beginning of their regular shift.

20.3 According to the law, any employee shall be permitted sufficient time off without loss of pay on municipal, provincial or federal voting day, in order to be able to exercise his right to vote.

20.4 Work shifts for hourly rated employees

The employer shall establish regular shifts for all employees and such shifts shall not be modified unless a notice is posted to that effect twenty-four (24) hours in advance. However, if an employee is required to report to work before the beginning of his regular shift, he shall be advised before the termination of his previous shift.

20.5 Rest periods

All hourly rated employees shall be entitled to a fifteen (15) minute rest period in the first half of their shift and another fifteen (15) minutes in the second half of their shift, without loss of pay.

After each period of two (2) hours exceeding twelve (12) hours from punch to punch, an additional rest period of fifteen (15) minutes shall be equally entitled to the employees, if the driver has respected the appointment hours and the stops expected in the above mentioned paragraph.

20.6 Meal times

The meal period of an employee paid on an hourly basis is one (1) unpaid hour. It is agreed that the employer may, for reasons related to the dictates of service, change the time of his meal break, but if possible, this meal time should be taken towards the middle of the regular schedule.

ARTICLE 21

OVERTIME WORK

21.1 Any work which requires a warehouseman to work more than eighty (80) hours within two (2) weeks shall be paid for at time and a half (1½).

21.2 In the event the employer has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:

- 1) To the senior available employee on duty who is willing to perform such work;
- 2) According to paragraph a) above, if no employee is available or additional personnel is required, off duty employees shall be called in by seniority, provided they are willing to work;
- 3) In overtime work allocation, seniority shall prevail in each classification. However, if employees who have priority refuse to work overtime, the reverse order of seniority in each classification shall be applied once the seniority list has been exhausted and those employees will have to work.

21.3 The employee paid to the hourly rate shall have the opportunity to refuse an assignment at his base terminal only, after having completed eleven (11) hours of punch time (including the meal period).

ARTICLE 22

PIGGYBACK OPERATIONS

22.1 a) It is agreed that piggyback operations will only be used by the employer to move loads in excess of the number which can be handled by regular highway drivers and for loads which are in excess of the legal length, legal height and legal weight and which cannot be reduced to the legal load limit.

b) However, it is agreed between the parties that loads of cigarettes and alcoholic beverages, as well as repositioning of equipment shall not be subject to piggyback operation restrictions, which means that penalties described in article 22.2 b) of this agreement shall not apply to repositioning of equipment or loads that could be delivered by piggyback, and this, for safety and insurance reasons. Highway drivers shall never be deprived of their seniority or of a load.

22.2 a) It is agreed that this provision shall only apply to highway drivers who are available for a dispatch that will bring them to their home terminal.

b) It is agreed that, according to the above-mentioned provisions, if a highway driver is not dispatched because a load has been sent by piggyback operation, he shall be paid for the lost load.

ARTICLE 23

RATES APPLICABLE TO TEMPORARY WORK

23.1 Employees temporarily assigned to a job other than their regular jobs, for which a different salary is normally paid, shall be paid the salary normally paid for the work performed as

assigned by the employer. It is agreed that this article shall not apply to assignments that last less than half of a regular work shift.

ARTICLE 24

GROUP INSURANCE PROGRAM

24.1 It is agreed that the Group Insurance Program presently in effect shall apply for the duration of this collective labor agreement and the employer shall not seek to reduce the fringe benefits unless it has been agreed with the union and approved by unionized employees.

ARTICLE 25

MONETARY CONDITIONS

25.1 a) Monetary conditions

The pay for trips remunerated by the mile will be calculated using the PC Miller program, which must not be a version earlier than version #19.

b) Rate per mile

See Appendix "A"

These rates include \$0.09 per mile for on-the-road expenses (\$0.045 for teams).

Additional premiums per mile	Solo	Team
Mileage Eastern State "short distance in the United States" **	\$0.04	\$0.025

The hiring rate from 0 to 6 months for an international driver including premiums and expenses is: \$0.35/mile at the ratification of the collective labor agreement and following see Appendix "A".

c) Remuneration for local work

A driver remunerated per mile will be paid on an hourly basis when he is assigned local work. At that time, the driver will be paid his regular hourly rate using the same method of remuneration as a local driver.

d) **Premium for "short-distance mileage in the United States":

The premium applies to all mileage in the United States for the following round trips:

- 1) When the driver's starting point for the trip is in Ontario, and the final destination of the trip is located in one of the following states and on the connected return trip to Ontario: Ohio, Michigan, West Virginia, Pennsylvania, New Jersey, New York, Maryland, Virginia, Massachusetts, Connecticut, Illinois, Vermont, New Hampshire, Rhode Island, Maine, Delaware, Indiana.
- 2) When the driver's starting point for the trip is in Quebec or the Maritime Provinces, and the final destination is located in the following states and on the connected return trip to Quebec, Ontario or the Maritimes: Delaware, Pennsylvania, New Jersey, New York, Maryland, Massachusetts, Connecticut, Vermont, New Hampshire, Rhode Island, Maine.

e) Hourly rate for any driver

See Appendix "A" of the present agreement.

f) Additional charges

Drivers remunerated per mile: Reduction of 50% when in a team.

	SENIORITY	
	0 to less than 3 years	More than 3 years
Delivery New York City	\$ 75.00	\$ 75.00
Delivery	\$ 12.50	\$ 25.00
Pick-up	\$ 12.50	\$ 25.00
Switch for clients only	\$ 10.00	\$ 10.00
Tarpaulin installation	\$ 22.50	\$ 22.50
Remove tarp	\$10.00	\$10.00
Handling per full load	\$ 25.00	\$ 25.00
Handling per half load	\$ 12.50	\$ 12.50

g) Unloading time

Two (2) hours of unloading allocation. Any exceed time is remunerated at the hourly regular rate, and this, regardless of the mileage traveled.

h) Waiting time

Waiting time following the two (2) hours allocated for unloading will be remunerated as follows:

When the driver cannot deliver, load or unload due to a change in the client's or the company's instructions, the driver will be remunerated either at his regular hourly rate for each hour he has to wait, up to a maximum of ten (10) hours per twenty-four (24)-hour period, or a maximum guarantee of four hundred and fifty (450) miles at his regular rate per twenty-four (24)-hour period. The following conditions must be met.

- * Client's departure, meeting and delivery times;
- * In accordance with the pertinent regulations, the driver's hours of service were sufficient for delivering, loading or unloading depending on applicable schedules;
- * The driver has reported his availability by satellite communication;

The driver was available between 07h00 a.m. and 10h00 p.m.

Note: The four hundred and fifty (450) miles is calculated on a period of twenty-four (24) hours.

When a driver crosses the border and that he have an inspection, he will be remunerated at the hourly rate, after one (1) hour of waiting time, and this, regardless of his mileage.

ARTICLE 26

ACQUIRED RIGHTS

26.1 Unless otherwise stipulated, any employee who, at the signing of this agreement, is being paid a wage rate higher than what is herein mentioned will not suffer a decrease because of the signing of this agreement.

26.2 The employer may, at his discretion, pay an employee at a rate higher than what his classification calls for.

ARTICLE 27

DRIVERS - RATES OF PAY AND WORKING CONDITIONS

27.1 Drivers on long distance operations will be remunerated according to the mileage rate scale and calculation software as described in article 25.1. Long-distance mileage will be calculated from the terminal to the destination.

27.2 a) Drivers shall receive a premium of three cents (3¢) per mile when hauling an extendable platform semi-trailer, provided that it is in extended position.

b) Drivers shall receive a premium of three cents (3¢) per mile when hauling extra wide trailers requesting special permit or escort. Drivers on such assignments shall be guaranteed a minimum salary equivalent to 500 miles per day.

c) Drivers will receive the following premiums to conduct a B-Train. The bonus will be given conditional that there is no infringement and/or incident.

Back and forth

Montreal region to Three-Rivers :	\$ 8.00
Montreal region to Deauville:	\$ 8.00
Montreal region to St-Germain :	\$ 6.00
Montreal region to Quebec direct area :	\$13.00
St-Germain to Quebec area	\$ 8.00
St-Germain to Deauville :	\$ 6.00
St-Germain to region Rivière du Loup :	\$18.00
Rivière du Loup region to Quebec :	\$10.00
Deauville to Bromptonville :	\$ 3.00
St-Germain to St-Georges in Beauce :	\$12.00

27.3 In cases of breakdowns or other unavoidable delays occurring in areas without surveillance, the employer may, at his discretion, require drivers to sign a statutory statement having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, setting forth the causes, to the best of their knowledge and belief, for such breakdowns and/or delays.

27.4 Waiting time

The driver will be remunerated at his regular hourly rate for all waiting hour, with a maximum of nine (9) hours by period of twenty-four (24) hours and/or a minimal equivalent guarantee of 450 miles at his mileage rate, by period of twenty-four (24) hours.

The following conditions must have been met:

- * Client's departure, meeting and delivery times;
- * The driver has reported his availability by satellite communication;

The driver was available between 7 a.m. and 10 p.m.

All drivers waiting to recuperate the hours needed to do the work cannot ask to be remunerated.

The first twenty-four (24) hours for any driver arriving at the Laredo or Calgary terminal cannot be charged under this article.

27.5 Highway drivers compelled to detour shall be paid for any additional mileage.

27.6 Highway mileage shall be calculated from origin to destination. In the event of a disagreement between the employer and the union regarding the origin-to-destination mileage, the employer and the union agree to check the mileage together and the findings of both parties shall be final and binding.

27.7 All operations from terminal to terminal or from terminal to any other destination shall be paid for the mileage rate.

27.8 Drivers shall comply with speed limits indicated on traffic panels or as determined by the employer, if different.

27.9 When a driver is compelled to wait more than two (2) hours at his home terminal because of equipment breakdown for which a report mentioning the defects has already been filed, he shall be paid for at his hourly rate while waiting.

27.10 When a driver must wait more than one (1) hour at his base terminal because of equipment failure for which a report indicating the malfunction has already been prepared and/or the time he start his work, he will be remunerated at his hourly rate for the number of hours he has to wait.

ARTICLE 28

BROKERS OPERATIONS

28.1 a) The employer agrees not to hire brokers when their hiring could result in drivers being laid off. However, if the above-mentioned conditions are met and the employer hires brokers, they will be dispatched according to their seniority.

- b) All brokers hired according to this article shall pay union dues according to Article 5 of the collective labor agreement presently in effect.

ARTICLE 29

PART-TIME EMPLOYEES IN THE WAREHOUSE ONLY

29.1 It is agreed that the employer will be allowed to hire part-time employees to fill a vacancy as an interim measure or to meet the requirements of peak periods or when similar circumstances will justify their hiring. In this case, the following conditions shall apply:

- a) The employer shall deduct from the first pay cheque of all part-time employees, and every month thereafter, an amount equal to union dues and such money shall be forwarded to the union according to article 5, together with the list of employees for whom the money is remitted.
- b) The employee agrees not to hire successive shifts of part-time employees in place of regular employees and nothing in this article shall be used to avoid hiring regular employees provided that such employees are available.
- c) Laid-off employees shall be given the first opportunity to work on a part-time basis.
- d) The employer agrees to notify the union if new or additional employees are required.
- e) Part-time help, excluding regular lay off employees, shall receive the same minimum wage scale as regular employees less twenty-five per cent (25%), but will not otherwise be covered by the provisions of this collective agreement.
- f) Part-time employees shall not be employed on a work shift where regular employees can be deprived of their regular hours of work.

- g) If the number of part-time employees should increase inordinately, the employer and the union shall meet to discuss the reasons for their hiring.
- h) Where the union believes that there is a violation of the intent in the application of the preceding articles, the employer and the union shall meet to discuss the problem. If no amicable solution can be found, the grievance shall be submitted to arbitration as outlined in article 8.
- i) Part-time employees with senior hiring dates shall be the first to be called in to work and the first to be considered for regular job openings with the company.

ARTICLE 30

PAY CHEQUES

30.1 The employer shall pay employees through bank transfers in favor of the banking institution designated by the employee to that effect at the time of his hiring or after. Minor shortage shall be paid at the time of the following pay cheque, when brought to the employer's attention. Shortages exceeding one hundred dollars (\$100.00) shall be paid within two (2) working days following notification by the employee to the employer's payroll department.

30.2 The employer agrees to pay his employees on a bi-weekly basis, that is, every two (2) weeks, and also agrees not to keep more than three (3) weeks in back wages.

30.3 The employer must maintain a system permitting the employees to have access at distance to the pertinent information concerning their pay, and this, at the moment of their choice. No modification can be made to the pay of an employee without having informed the said employee in advance.

ARTICLE 31

GENERAL WORKING CONDITIONS

31.1 All hourly rated employees covered by this agreement shall be paid at their regular rate of pay as of the beginning of the work shift assigned to them by the employer.

31.2 All employees covered by this agreement who are required to punch a time card shall punch their starting and quitting time cards themselves and only under exceptional circumstances shall foremen or other employer representatives be authorized to do it for them.

31.3 Any employee whose work is not included in the bargaining unit cannot perform work within the bargaining unit, except in emergency situations when work has to be performed and no qualified employee is available.

31.4 a) Where the employer provides rest rooms and washrooms, it is agreed that the employer will be responsible for cleaning the premises.

Employees using those facilities shall cooperate with the employer in keeping the premises clean and shall comply with sanitary regulations in effect.

b) The employer agrees to provide all necessary means to wash up, including hot water and soap.

The employer agrees to provide drinking water to its employees in locals available to them.

31.5 In the case of a death in their immediate family, all employees will be allocated the time required to attend the funeral, and will be paid their regular salary to attend the funeral provided that the period between the death and the day of the funeral occurs during work days. Under this article, Saturday is considered a work day for long-distance drivers.

For father, mother, spouse, or children, he will be allocated four (4) days with pay.

For sisters, brothers, father-in-law, mother-in-law, grandparents, grandchildren, spouse's children, he will be allocated three (3) days with pay.

For brother-in-law, sister-in-law, son-in-law, daughter-in-law, he will be allocated one (1) day with pay.

To be entitled to this type of paid leave, the employee must provide the employer with proof of death. If a longer period of time is required for any reason related to death, a leave without pay will be granted.

31.6 Upon request, employees shall be given receipts when turning in money to the employer.

31.7 Should the employer require an employee to provide a bond, the premium involved shall be paid by the employer. The primary obligation to get the bond shall be on the employer. If the employer cannot arrange for a bond for an employee within thirty (30) working days, the employee shall be notified in writing by the employer. In the event the employer fails to notify the employees, the latter shall be relieved of the bonding requirements. However, if proper notice is given, the employee shall be allowed thirty (30) working days from the date of receipt of such notice to make his own bonding arrangements. The standard premium for such bond shall be paid by the employer. A standard premium shall be that premium paid by the employer for bonds applicable to all other employees in a similar classification. Any excess premium is to be paid by the employee. If the employer institutes a bonding system, employees presently on the seniority list cannot be dismissed because of a failure to get a bond according to negotiated rules and regulations.

31.8 It is agreed that, whenever the employer convenes employees after regular working hours for meetings on different training matters and/or courses related to hazardous material and WHMIS (Workplace Hazardous Materials Information System), such employees shall, at all times, be paid at their regular hourly rate for all time spent on training or in meetings.

31.9 An employee shall not be compelled to operate unsafe equipment with which he is unfamiliar, unless the employer has provided him with a minimum training.

31.10 An employee shall not be penalized if he refuses to work under conditions that are contrary to safety laws and regulations in effect and applicable at the employer's.

31.11 Any employee who is called as a witness in a legal case involving his employer shall receive his regular salary.

31.12 Letter of recommendation upon an employee's departure

Whenever an employee quits his job for any reason, the employer agrees, if he is satisfied with his services according to the employer's own criteria, to give him a letter of recommendation which will allow him to find a job elsewhere.

31.13 If the employer decides to build a new terminal, adequate parking facilities for employees shall be provided, as long as it does not make it impossible or illegal for the employer to build said new terminal.

31.14 When required by the employer to update the driver's file, the employer will reimburse fees for medical exams and driving record verification from a province where they are not available free of charge upon receipt of supporting documents. However, when requested by «SGT» at the time of hiring, these fees cannot be reimbursed. The employer pay in totally the fees to obtain the criminal file.

31.15 Safety and Health Committee

A unionized employee named by the union will be member of the employer Safety and Health Committee.

31.16 The employer accepts to sign Federal Income Tax T2200.

31.17 The employee must inform his employer, at least one (1) week in advance, of his need to return home.

31.18 When the employer meets an employee for the imposition of a disciplinary measure, the said concerned employee can be accompanied upon his request by a union delegate or by his business agent, if they are available.

ARTICLE 32

RULES AND REGULATIONS

32.1 Rules and Regulations, as described in Appendix "B", are an integral part of this collective agreement.

ARTICLE 33

PENSION FUND

33.1 The employer shall make facilitate contributions to a fund the "Fonds de Solidarité des Travailleurs et Travailleuses du Québec" for the employees working in Quebec and to similar funds for the employees working in Ontario.

33.2 The employer agrees to cooperate with the union in order to enable employees who wish to do so, to subscribe to the Fonds de solidarité des travailleurs du Québec (FTQ) savings plan by means of payroll deductions.

33.3 Regardless of the number of request received in this regard, the employer agrees to make deductions on an employee's paycheques whenever an employee makes such request, provided he has signed the proper subscription form. The employee must specify the amount to be deducted. The deductions will continue throughout the period specified by the employee or until further notice from him.

33.4 An employee may modify the amount of his deductions or cease making contributions at any time by sending a notice to that effect to the Fonds and his employer. If the notice of termination is sent directly to the employer, the latter agrees to send a copy of such notice to the Fonds.

The parties agree that, in accordance with provincial and federal tax laws, it is possible for an employee who makes

a request in this regard, to receive immediate tax reductions provided he/she subscribes to the Fonds de solidarité des travailleurs du Québec (FTQ) by means of payroll deductions.

33.5 The employer agrees to comply with the Fond's payment procedures. The employer therefore agrees to send a cheque to the Fonds every month (by the 15th day of the month following the deduction, at the latest) for the amounts deducted pursuant to article 2. The payment will be accompanied by a statement issued by the Fonds, indicating the name, social insurance number and amount deducted on behalf of each employee. The employer will send a copy of these monthly payments, to the person in charge of such matters at the accredited union.

ARTICLE 34

EMPLOYER - EMPLOYEE RELATIONS

34.1 Subject to article 31.3, any work covered by the bargaining certificate shall, under all circumstances, be performed by an employee covered by this collective agreement. In all cases, the employee must be directly employed by the employer without any intervention from a third party (employment agency, employee leasing agency, etc.).

It is agreed that the employer may hire employees from agencies, only when working outside the terminal for specific customers, in which cases, the union shall be advised.

ARTICLE 35

TYPING, PRINTING AND DISTRIBUTION OF THIS AGREEMENT

35.1 Writing and printing this collective agreement in booklet form (in French and English version) is the Local Union's responsibility, but the employer will contribute to pay printing fees up to a maximum of one thousand five hundred dollars (\$1,500.00); the employer also agrees to distribute these booklets to each employee during the week following the reception of the booklets.

ARTICLE 36

DURATION

36.1 This collective agreement is effective from January 1st 2019 to December 31, 2023.

36.2 Should one of the parties hereto wish to negotiate the provisions of this agreement, that party should forward to the other party a written notice of at least eight (8) days prior to the date, time and place where its representatives would be ready to meet the other party, or its representatives, for the conclusion of a collective agreement, within ninety (90) days preceding the expiration date of this collective agreement.

36.3 This agreement shall remain in effect until its renewal.

IN WITNESS THEREOF, the parties have signed on this
4 day of April 2019.

FOR THE EMPLOYER

ROB

FOR THE UNION

Albert

Travis Malone
Rob

ab

ANNEXE « A »

Appendix “A” is an integral part of this collective labor agreement.

NOTE : The US premium is now included in the regular mileage rate.

WAGE SCALE IN FORCE ON MARCH 1st AND 2020.

INTERNATIONAL DRIVERS DRY BOX	Base salary	2021 01-01	2022 01-01	2023 01-01	ALLOC.	Regular Mileage	2021 01-01	2022 01-01	2023 01-01	Eastern State USA	Salary Alloc + CD	2021 01-01	2022 01-01	2023 01-01
		1%	2%	2%			1%	2%	2%			1%	2%	2%
Training 0/6 months	0,260	0,264	0,271	0,278	0,090	0,350	0,354	0,361	0,368	-	0,350	0,354	0,361	0,368
Training 6/12 months	0,300	0,304	0,312	0,320	0,090	0,390	0,394	0,402	0,410	0,040	0,430	0,434	0,442	0,450
0 to 2 years	0,365	0,370	0,379	0,388	0,090	0,455	0,460	0,469	0,478	0,040	0,495	0,500	0,509	0,518
2 to 3 years	0,370	0,375	0,384	0,393	0,090	0,460	0,465	0,474	0,483	0,040	0,500	0,505	0,514	0,523
3 -4 years	0,375	0,380	0,389	0,399	0,090	0,465	0,470	0,479	0,489	0,040	0,505	0,510	0,519	0,529
4 -5 years	0,380	0,385	0,394	0,404	0,090	0,470	0,475	0,484	0,494	0,040	0,510	0,515	0,524	0,534
5 years and +	0,385	0,390	0,399	0,409	0,090	0,475	0,480	0,489	0,499	0,040	0,515	0,520	0,529	0,539

INTERNATIONAL DRIVERS	Base salary	2021 01-01	2022 01-01	2023 01-01	ALLOC.	Regular Mileage	2021 01-01	2022 01-01	2023 01-01	Eastern State USA	Salary Alloc + CD	2021 01-01	2022 01-01	2023 01-01
		1%	2%	2%			1%	2%	2%			1%	2%	2%
Training 0/6 months	0,2600	0,2635	0,2706	0,2778	0,090	0,350	0,354	0,361	0,368	-	0,350	0,354	0,361	0,368
Training 6/12 months	0,3000	0,3039	0,3118	0,3198	0,090	0,390	0,394	0,402	0,410	0,040	0,430	0,434	0,442	0,450
0 to 2 years	0,3650	0,3696	0,3787	0,3881	0,090	0,455	0,460	0,469	0,478	0,040	0,495	0,500	0,509	0,518
2 to 3 years	0,3700	0,3746	0,3839	0,3934	0,090	0,460	0,465	0,474	0,483	0,040	0,500	0,505	0,514	0,523
3 - 4 years	0,3750	0,3797	0,3890	0,3986	0,090	0,465	0,470	0,479	0,489	0,040	0,505	0,510	0,519	0,529
4 - 5 years	0,3800	0,3847	0,3942	0,4039	0,090	0,470	0,475	0,484	0,494	0,040	0,510	0,515	0,524	0,534
5 years and +	0,3850	0,3898	0,3993	0,4091	0,090	0,475	0,480	0,489	0,499	0,040	0,515	0,520	0,529	0,539

TEAMS DRIVERS ALL DIVISION	Base salary	2021 01-01	2022 01-01	2023 01-01	ALLOC.	Regular Mileage	2021 01-01	2022 01-01	2023 01-01	Eastern State USA	Salary Alloc + CD	2021 01-01	2022 01-01	2023 01-01
		1%	2%	2%			1%	2%	2%			1%	2%	2%
Training 0/6 months	0,1600	0,1621	0,1662	0,1704	0,045	0,2050	0,2071	0,2112	0,2154	-	0,2050	0,2071	0,2112	0,2154
Training 6/12 months	0,2200	0,2227	0,2280	0,2335	0,045	0,2650	0,2677	0,2730	0,2785	0,025	0,2900	0,2927	0,2980	0,3035
0 to 2 years	0,2250	0,2277	0,2332	0,2387	0,045	0,2700	0,2727	0,2782	0,2837	0,025	0,2950	0,2977	0,3032	0,3087
2 to 3 years	0,2300	0,2328	0,2383	0,2440	0,045	0,2750	0,2778	0,2833	0,2890	0,025	0,3000	0,3028	0,3083	0,3140
3 -4 years	0,2350	0,2378	0,2435	0,2492	0,045	0,2800	0,2828	0,2885	0,2942	0,025	0,3050	0,3078	0,3135	0,3192
4 -5 years	0,2400	0,2429	0,2486	0,2545	0,045	0,2850	0,2879	0,2936	0,2995	0,025	0,3100	0,3129	0,3186	0,3245
5 years and ++	0,2450	0,2479	0,2538	0,2597	0,045	0,2900	0,2929	0,2988	0,3047	0,025	0,3150	0,3179	0,3238	0,3297

INTERNATIONAL DRIVERS FLAT BED	Base salary	2021 01-01	2022 01-01	2023 01-01	ALLOC.	Regular mileage	2021 01-01	2022 01-01	2023 01-01	Eastern State USA	Salary Alloc + CD	2021 01-01	2022 01-01	2023 01-01
		1%	2%	2%			1%	2%	2%			1%	2%	2%
Training 0/6 months	0,260	0,264	0,271	0,278	0,090	0,350	0,354	0,361	0,368	-	0,350	0,354	0,361	0,368
Training 6/12 months	0,340	0,344	0,353	0,362	0,090	0,430	0,434	0,443	0,452	0,040	0,470	0,474	0,483	0,492
0 to 2 years	0,405	0,410	0,420	0,430	0,090	0,495	0,500	0,510	0,520	0,040	0,535	0,540	0,550	0,560
2 to 3 years	0,410	0,415	0,425	0,435	0,090	0,500	0,505	0,515	0,525	0,040	0,540	0,545	0,555	0,565
3 - 4 years	0,415	0,420	0,430	0,441	0,090	0,505	0,510	0,520	0,531	0,040	0,545	0,550	0,560	0,571
4 - 5 years	0,420	0,425	0,435	0,446	0,090	0,510	0,515	0,525	0,536	0,040	0,550	0,555	0,565	0,576
5 years and +	0,425	0,430	0,441	0,451	0,090	0,515	0,520	0,531	0,541	0,040	0,555	0,560	0,571	0,581

INTERPROVINCIAL DRIVERS DRY BOX	Base salary	2021	2022	2023	ALLOC.	Regular mileage	01-01	01-01	01-01	Prime	Salaire Alloc + Prime	01-01-	01-01	01-01
		01-01	01-01	01-01			2021	2022	2023			2021	2022	2023
		1%	2%	2%			1%	2%	2%			1%	2%	2%
Training 0/6 months	0,230	0,233	0,240	0,246	0,090	0,320	0,323	0,330	0,336	-	0,3200	0,323	0,330	0,336
Training 6/12 months	0,250	0,253	0,260	0,267	0,090	0,340	0,343	0,350	0,357	-	0,3400	0,343	0,350	0,357
0 to 2 years	0,315	0,319	0,327	0,336	0,090	0,405	0,409	0,417	0,426	-	0,4050	0,409	0,417	0,426
2 to 3 years	0,320	0,324	0,332	0,341	0,090	0,410	0,414	0,422	0,431	-	0,4100	0,414	0,422	0,431
3 to 4 years	0,325	0,329	0,338	0,346	0,090	0,415	0,419	0,428	0,436	-	0,4150	0,419	0,428	0,436
4 to -5 years	0,330	0,334	0,343	0,351	0,090	0,420	0,424	0,433	0,441	-	0,4200	0,424	0,433	0,441
5 years and +	0,335	0,339	0,348	0,357	0,090	0,425	0,429	0,438	0,447	-	0,4250	0,429	0,438	0,447

INTERPROVINCIAL DRIVERS FLAT BED	Base salary	2021 01-01	2022 01-01	2023 01-01	ALLOC.	Per mile	2021 01-01	2022 01-01	2023 01-01	Premium Flat Bed	Salary Alloc + Premium FB	2021 01-01	2022 01-01	2023 01-01
		1%	2%	2%			1%	2%	2%			1%	2%	2%
Training 0/6 months	0,230	0,233	0,240	0,246	0,090	0,3200	0,3232	0,3297	0,3363	0,040	0,3600	0,3632	0,3697	0,3763
Training 6/12 months	0,250	0,253	0,260	0,267	0,090	0,3400	0,3434	0,3503	0,3573	0,040	0,3800	0,3834	0,3903	0,3973
0 to 2 years	0,315	0,319	0,327	0,336	0,090	0,4050	0,4091	0,4172	0,4256	0,040	0,4450	0,4491	0,4572	0,4656
2 to 3 years	0,320	0,324	0,332	0,341	0,090	0,4100	0,4141	0,4224	0,4308	0,040	0,4500	0,4541	0,4624	0,4708
3 - 4 years	0,325	0,329	0,338	0,346	0,090	0,4150	0,4192	0,4275	0,4361	0,040	0,4550	0,4592	0,4675	0,4761
4 - 5 years	0,330	0,334	0,343	0,351	0,090	0,4200	0,4242	0,4327	0,4413	0,040	0,4600	0,4642	0,4727	0,4813
5 years and +	0,335	0,339	0,348	0,357	0,090	0,4250	0,4293	0,4378	0,4466	0,040	0,4650	0,4693	0,4778	0,4866

HOURLY RATE

Hourly rate March 2019 and 2020	Quebec Local	2021 01-01	2022 01-01	2023 01-01	Ontario Local	2021 01-01	2022 01-01	2023 01-01	Flat bed Local	2021 01-01	2022 01-01	2023 01-01
		1%	2%	2%		1%	2%	2%		1%	2%	2%
Training 0/6 months	17,95 \$	18,13 \$	18,49 \$	18,86 \$	18,56 \$	18,75 \$	19,12 \$	19,50 \$	17,50 \$	17,68 \$	18,03 \$	18,39 \$
Training 6/12 months	18,56 \$	18,75 \$	19,12 \$	19,50 \$	18,93 \$	19,12 \$	19,50 \$	19,89 \$	17,95 \$	18,13 \$	18,49 \$	18,86 \$
0 to 2 years	18,93 \$	19,12 \$	19,50 \$	19,89 \$	19,93 \$	20,13 \$	20,53 \$	20,94 \$	19,25 \$	19,44 \$	19,83 \$	20,23 \$
2 to 3 years	19,61 \$	19,50 \$	19,89 \$	20,29 \$	20,31 \$	20,51 \$	20,92 \$	21,34 \$	19,63 \$	19,83 \$	20,22 \$	20,63 \$
3 - 4 years	19,70 \$	19,90 \$	20,29 \$	20,70 \$	20,70 \$	20,91 \$	21,33 \$	21,75 \$	20,25 \$	20,45 \$	20,86 \$	21,28 \$
4 - 5 years	20,09 \$	20,29 \$	20,70 \$	21,11 \$	21,09 \$	21,30 \$	21,73 \$	22,16 \$	20,45 \$	20,65 \$	21,07 \$	21,49 \$
5 years and +	20,39 \$	20,59 \$	21,01 \$	21,43 \$	21,39 \$	21,60 \$	22,04 \$	22,48 \$	20,86 \$	21,07 \$	21,49 \$	21,92 \$

**APPENDIX « A » (following)
PACKAGES IN FORCE ON MARCH 1st 2019**

INTERNATIONAL -DRY BOX DRIVERS	Loading and unloading	Switch	Put a canvas	Removing a canvas
0 TO 2 YEARS	\$18,50	\$12,50	\$30,00	\$15,00
2 YEARS AND +	\$25,00	\$12,50	\$30,00	\$15,00

INTERNATIONAL DRIVERS	Loading and unloading	Switch	Put a canvas	Removing a canvas
0 TO 2 YEARS	\$18,50	\$12,50	\$30,00	\$30,00
2 YEARS AND +	\$25,00	\$12,50	\$30,00	\$30,00

TEAMS DRIVERS ALL DIVISION	Loading and unloading	Switch	Put a canvas	Removing a canvas
TEAM 0 TO 2 YEARS	\$12,50	\$8,50	\$15,00	\$7,50
TEAM 2 YEARS AND +	\$18,50	\$8,50	\$15,00	\$7,50

INTERNATIONAL DRIVERS FLAT BED	Loading and unloading	Switch	Put a canvas	Removing a canvas
0 TO 2 YEARS	\$25,00	\$12,50	\$30,00	\$15,00
2 YEARS AND +	\$30,00	\$12,50	\$30,00	\$15,00

INTERPROVINCIAL DRIVERS DRY BOX	Loading and unloading	Switch	Put a canvas	Removing a canvas
0 TO 2 YEARS	\$18,50	\$12,50	\$30,00	\$15,00
2 YEARS AND MORE	\$25,00	\$12,50	\$30,00	\$15,00

INTERPROVINCIAL DRIVERS FLAT BED	Loading and unloading	Switch	Put a canvas	Removing a canvas
0 TO 2 YEARS	\$18,50	\$12,50	\$30,00	\$15,00
2 YEARS AND +	\$25,00	\$12,50	\$30,00	\$15,00

APPENDIX « A » (following)

HOURLY RATES

WAREHOUSEMEN

Since warehouse men and lift drivers are included in the accreditation certificate, but there is currently none. No monetary provision has been made, but the hiring event the said employee, article 13.4 will be applied.

APPENDIX « B »

Appendix "B" is an integral part of this collective labor agreement.

RULES AND REGULATIONS

1. Preamble:

a) Any notice with regards to disciplinary sanction shall be removed from the employee's disciplinary record one year following its issuance.

b) The following rules and regulations, as well as the penalties provided for in case of violations, are approved by the employer and the union, in order for employees to know what is expected of them, with respect to their general conduct, behavior and performance.

c) Notice of penalty or reprimand shall be issued to the employee, with a copy to the union delegate and the business agent, within fifteen (15) calendar days of the time the offence became known, except for accidents which are provided for in article 2 c) herein. When a suspension is issued, it shall be enforced within thirty (30) days worked by the employee following the notice of penalty.

d) Any violation to applicable federal, provincial or municipal laws shall be the driver's responsibility, except for cases which, by their nature, fall under the employer's responsibility.

e) Any layoff or dismissal of a Local Union delegate will be treated in accordance with article 6.8 of this collective agreement.

2. Accidents:

a) Accidents for which an employee is responsible for which his actions or lack of action are a contributory factor, shall result in a disciplinary measure which may range from reprimand to dismissal, depending on the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents.

b) The employee who fails to report an accident in writing, as soon as possible, according to the procedures in effect with his employer, shall be subject to dismissal.

c) The employee involved in accident shall be advised, within sixty (60) days following the accident, according to the procedures in effect, if he is held responsible or not.

3. Equipment:

a) Tampering with or interfering with normal operation of tachometers, an instrument measuring speed or other safety devices:

1st offence : Subject to dismissal

b) Excessive idling of equipment, when such equipment is stationary:

1st offence : Reprimand

2nd offence : 3 days off

3rd offence : 1 week off

4th offence : Subject to dismissal

c) Failure to properly hook units together, air hoses and electric wires and failure to ensure that the safety pin is engaged and the trailer landing gears fully raised:

1st offence : Reprimand

2nd offence : 3 days off

3rd offence : 1 week off

4th offence : Subject to dismissal

d) 1) Failure to ensure that equipment is properly serviced with fuel, oil, water and antifreeze, that tire pressure is adequate and equipment is supplied with registration document, license plates, permits and proof of insurance:

1st offence : Reprimand
2nd offence : 1 day off
3rd offence : 2 days off
4th offence : 1 week off
5th offence : Subject to dismissal

2) If damages occur to engine as a result and negligence is proven:

1st offence : Subject to dismissal

e) 1) Failure to properly tarp, secure or arrange cargo:

1st offence : Reprimand
2nd offence : 2 days off
3rd offence : 1 week off
4th offence : Subject to dismissal

2) If damages occur to cargo as a result:

1st offence : Subject to dismissal

f) Failure to keep cab interior clean:

1st offence : Reprimand
2nd offence : 1 day off
3rd offence : 3 days off
4th offence : Subject to dismissal

g) 1) Failure to report all mechanical defects, when known, at the end of one's shift:

1st offence : Reprimand
2nd offence : 3 days off
3rd offence : Subject to dismissal

2) If damages occur to vehicles or cargo as a result of mechanical defects not being reported soon enough:

1st offence : Subject to dismissal

h) Use (other than normal use) of company vehicle without written authorization:

1st offence : Subject to dismissal

i) Careless use of the employer's equipment or property (excluding cargo):

1st offence : May range from reprimand to 1 week off

2nd offence : Subject to dismissal

4. Conduct and Behavior:

a) 1) Consumption of alcoholic beverages or drugs which may impair normal behavior, while on duty or on company premises:

1st offence : Subject to dismissal

2) Possession of alcoholic beverages or drugs which may impair normal behavior, while on duty or on company premises:

1st offence : Subject to dismissal

b) Reporting to work or back to work under the influence of alcoholic beverages or drugs which may impair normal behavior:

1st offence : Subject to dismissal

c) 1) Theft or dishonest acts:

1st offence : Subject to dismissal

2) Willful damages while on duty:

1st offence : Subject to dismissal

d) Discourtesy or use of a bad language with a customer or the general public (subject to investigation):

1st offence : Reprimand

2nd offence : May range from reprimand to subject to dismissal

e) 1) Failure to obey orders given by authorized personnel (names of authorized personnel will be posted):

1st offence : Reprimand

2nd offence : 2 days off

3rd offence : Subject to dismissal

2) Deliberate insubordination:

1st offence : Subject to dismissal

f) 1) Failure to collect money according to invoices:

1st offence : Reprimand

2nd offence : 3 days off

3rd offence : 1 week off

4th offence : Subject to dismissal



2) Failure to remit, as requested, the exact amount of collections to the authorized company representative:

1st offence : Subject to dismissal

g) 1) Mishandling of freight:

1st offence : Subject to 3 days off

2) If damages occur to freight as a result:

1st offence : Subject to dismissal

h) Failure to pick up bills of lading or proper waybills before leaving the terminal or to turn them in upon return:

1st offence : Reprimand

2nd offence : 2 days off

3rd offence : 1 week off

4th offence : Subject to dismissal

i) Conviction for a violation under the criminal code because of careless driving of a company motor vehicle:

1st offence : Subject to dismissal

j) Failure to keep a clean and presentable appearance:

1st offence : Reprimand

2nd offence : 2 days off

3rd offence : 1 week off

4th offence : Subject to dismissal

k) Failure to properly count freight:

- 1st offence : Reprimand
- 2nd offence : 1 day off
- 3rd offence : 3 days off
- 4th offence : 1 week off
- 5th offence : Subject to dismissal

l) Failure to properly load, unload, deliver or pick up freight:

- 1st offence : Reprimand
- 2nd offence : 3 days off
- 3rd offence : Subject to dismissal

m) Failure to report overage, shortage and damage (OS&D), according to employer's instructions:

- 1st offence : May range from reprimand to 1 day off
- 2nd offence : 2 days off
- 3rd offence : 1 week off
- 4th offence : Subject to dismissal

n) Failure to ensure that the inside of the trailer was in proper condition to receive cargo:

- 1st offence : Reprimand
- 2nd offence : 2 days off
- 3rd offence : 1 week off
- 4th offence : Subject to dismissal

o) Remain on company premises without reasonable explanation, after completion of shift:

- 1st offence : Reprimand
- 2nd offence : 2 days off
- 3rd offence : 1 week off
- 4th offence : Subject to dismissal

5. Reports:

a) Intentionally punching another employee time card:

1st offence : Subject to dismissal

b) Deliberate falsification of time cards, trip sheets or other company documents:

1st offence : Subject to dismissal

c) Failure to report to dispatch at specified times, while on duty and when required to do so:

1st offence : Reprimand

2nd offence : 3 days off

3rd offence : Subject to dismissal

d) Failure to provide the employer with a medical report when requested, according to the provisions of the collective labor agreement:

1st offence : Suspension without pay pending presentation of such medical report

6. Driving Behavior:

a) Failure to follow itinerary as designated or instructed:

1st offence : Subject to dismissal

b) Driving in excess of the maximum speed limit authorized by the law or as determined by the employer, if different:

1st offence : Reprimand
2nd offence : 3 days off
3rd offence : 1 week off
4th offence : Subject to dismissal

c) Unjustified delays while driving a vehicle or failure to maintain schedule as posted:

1st offence : Reprimand
2nd offence : 3 days off
3rd offence : 1 week off
4th offence : Subject to dismissal

d) Deliberate tailgating:

1st offence : Subject to 1 week off
2nd offence : Subject to dismissal

e) Transportation of unauthorized passengers:

1st offence : Subject to dismissal

7. Attendance:

a) Failure to report to work after accepting an assignment (unless otherwise provided for in this collective agreement):

1st offence : Reprimand
2nd offence : 3 days off
3rd offence : Subject to dismissal

b) Failure to give notice to the employer at least 2 hours prior to the beginning of the shift for day shift workers and 3 hours for night shift workers, when unable to report to work:

1st offence : Reprimand
2nd offence : 3 days off
3rd offence : Subject to dismissal

c) Leaving work before completion of work shift:

1st offence : Reprimand
2nd offence : 3 days off
3rd offence : Subject to dismissal

Any employees violating this regulation is likely to see his daily guarantee, provided for in this collective agreement, decreased by the amount of time not worked, according to the employer's decision.

8. Protective clothing, uniforms and others:

Where the employer provides protective clothing or uniforms, the employee shall comply with the procedures in effect at his employer, concerning the signing of a receipt, the upkeep of such provided clothing or uniforms and their return, if required.

Furthermore, the employee shall wear the uniform or equipment provided according to company requirements.

Any employee violating this regulation shall be subject to a disciplinary measure which may range from reprimand to dismissal, depending on the seriousness of the offence.

9. Employment application:

When advised, the employee making a false statement on his employment application or information request when hired is subject to dismissal as of the date of discovery of misstatement or false information.

10. Absence on the day preceding or following a statutory holiday:

The employee who is absent the day preceding and/or the day following a statutory holiday shall notify his employer as soon as possible.

These rules and regulations shall be officially in effect as of the ratification date of this collective labor agreement.

APPENDIX « C »

Appendix "C" is an integral part of this collective labor agreement.

DEFINITIONS OF TERMS

Whenever they will be used in this agreement or in accordance with this agreement, the terms listed below will have the following definition:

Classification:

Each of the following groups of employees will be considered an employment classification:

1) International Long-Distance Driver

Any driver posted to the division responsible for trips whose itinerary extends over more than one of the territories described in the other definitions.

2) International Driver Quebec-Ontario-Maritimes-300 U.S. miles

Any driver posted to the division responsible for trips within the territory covering Ontario, Quebec and the Maritime Provinces as well as a strip of three hundred (300) miles within the United States extending from the border of these provinces, provided that the trip, regardless of the distance, covers at least two provinces or one province and one state included in the three hundred (300) mile strip described above.

3) International Driver north-east coast

Any driver registered as being assigned on a permanent basis to serve the territory including the following states: Maine, New Hampshire, Vermont, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Rhode Island, Delaware, Maryland, West Virginia.

4) **International Flatbed Driver**

Any driver assigned on a permanent basis to drive a flatbed trailer, regardless of the territory covered on his trips.

5) **Interprovincial Driver:**

Any driver not assigned on a permanent basis to any other driver category and who works within the Canadian border.

6) **Local Container Driver**

Any driver assigned to a division responsible for container trips within a one hundred and sixty (160)-mile strip from the Quebec or Ontario border, depending on the case, and regardless of the length of the trip.

7) **Local Flatbed Driver**

Any driver assigned to a division responsible for flatbed trips within a one hundred and sixty (160)-mile strip from the Quebec or Ontario border, depending on the case, and regardless of the length of the trip.

8) **Driving team**

This term designates two (2) drivers working together on the same assignments and with the same equipment. These drivers are paid using a remuneration system that is separate from that of single drivers. It is agreed that the company cannot oblige a team to separate during a trip.

9) **Reception/presumed reception date of a notice**

The date on which a notice referring to this agreement will be presumed to have been received will be the following, depending on the case:

Sent by mail, either by regular or priority post: Three (3) days (from Monday to Friday only), after the mailing date;

Sent by fax: The day it is faxed;

Sent by telegram: The day the telegram is either wired or delivered by the telegram company;

Sent by messenger: The day the messenger delivers the notice either handing it personally to the addressee or his representative, or leaving it at the addressee's last known address if he is not present.

Sent by the bailiff: The day the bailiff serves the notice either directly to the person or to a representative of the addressee, or under the door of the addressee's last known address, if he is not present.

10) Address/Employer's last known address

SGT 2000 INC.
354 Route 122
St-Germain de Grantham, Quebec JOC 1KO
Telephone: (819) 395-4213
Fax: (819) 395-2868

11) Address/Local Union's last known address

TEAMSTERS QUEBEC LOCAL 106
12100 Urgel Charbonneau
Montreal, Quebec H1B 5X1
Telephone: (514) 645-9016
Toll free line: 1-800-363-3033
Fax: (514) 640-5595

TEAMSTERS ONTARIO, LOCAL 938
275 Matheson Blvd East
Mississauga, Ontario
E4Z 1X8
Telephone: 1-905-502-0062
Fax: 1-905-502-0076

12) Address/Employee's last known address

The address the employee gives to the employer's administration when he is hired, or any new address he has indicated to the employer after being hired, in writing, and dated and signed in his handwriting. It is agreed that the employee will be entirely responsible for ensuring that any notice of a new address or a change of address that he transmits in this way to the employer, has duly been received by the employer.

It is also agreed that the word "address" must be understood to include the street address and postal address if they are different, the residential and cellular phone number, if applicable, as well as the electronic mail address, if applicable.

13) Partial closure

The complete closure of a department and/or a specific operation, or the abolition of a classification within a terminal.

14) Terminal

St-Germain (Quebec) - Brampton (Ontario).

15) Work day

For the employer running a non-stop operation, every day of the year is considered a work day.

16) Time

Refers to standard or daylight savings time, depending on the case, at the St-Germain terminal, except when indicated otherwise.

17) Hours of service

This refers to the hours during which drivers can work, respecting the applicable rules and regulations issued by the employer as well as those issued by various public government authorities who have jurisdiction over this matter.

Drivers have the formal obligation to report, at least once per period, at the moment designated from time to time by the employer, their hours of service for each twenty-four (24)-hour period as well as the hours they are available for the next assignment, and finally, the time of their report; this report must be made by the driver using the satellite communication system made available by the employer. Furthermore, the driver must also provide this information each time a dispatcher or another of the employer's representatives designated for this task requests it.

18) Return trip

Trip whose objective is the driver's return to his home terminal, but whose destination could be a point other than his home terminal.

19) Trip

Designates and includes all actions, on the driver's part, necessary for the execution of an order made by a client or a division responsible for transporting a shipment, in the most efficient and least expensive manner possible, including the relocation of a driver to another starting point, or the fragmentation of the trip between several drivers in the same division.

20) Seniority

This term refers to the duration of an employee's service with the employer, starting from the last date he was hired. Seniority is calculated in days. Calculation begins from the first day following the end of the probation period, but includes, from that moment on and retroactively, all days the employee worked since the last time he was hired; the only seniority considered for a driving team will be that of the more senior of the two members. This will not modify the other driver's seniority, but it will not be taken into consideration.

21) Theft

This term designates the act with the intention of depriving its owner or legal guardian, of unlawfully taking anything belonging to the employer or of which the employer has the charge or control, or which belongs to another employee, or which is under the charge or control of another employee, or that belongs to any other person, if the theft is committed by an employee while he is at work or if he uses goods or services belonging to the employer to commit this theft or any act related to it. The theft is committed once the employee has displaced something or did something for it to be displaced or initiates the process of making it possible to remove it, with the intention of stealing.

22) Fraud

This term designates the act of cheating, lying or all other dishonest means of unlawfully obtaining a benefit or of unlawfully avoiding to fulfill an obligation. All conduct of this type will be considered fraud as defined in this collective agreement, when it is aimed at the employer or one of his or her clients or another employee or any third party if the act is committed by an employee while he is at work, or using goods or services belonging to the employer to commit this act or any related act. Strictly for the purpose of illustration and with no limitations whatsoever on the preceding statement, fraud constitutes the fact that an employee forges a pay request or a reimbursement claim for road expenses or vehicle repair, or uses a vehicle belonging to the employer for his personal use without first obtaining authorization.



LETTER OF UNDERSTANDING #1

BETWEEN: **TEAMSTERS QUEBEC LOCAL 106**

AND: **SGT 2000 INC.**

UNION DUES

This letter of understanding is an integral part of this collective agreement but does not take precedence over article 5 of this same collective labor agreement.

The employer shall deduct from the pay of every regular employee, once every two (2) weeks, fifty per cent (50%) of the monthly union dues. The employer shall forward to the union an amount equivalent to the total monthly union dues according to article 5.3 of this collective labor agreement. The employer shall advance the amount of money required to complete the monthly union dues for every employee who has not worked enough weeks during the month and this amount of money shall be deducted from the employee's next pay cheque, in addition to the deduction made once every two (2) weeks as provided above.

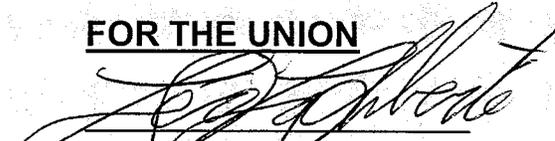
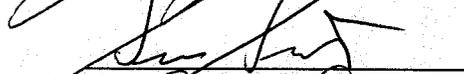
It is agreed that a part-time employee shall pay union dues as required by the union, as soon as he has worked the equivalent of sixty (60) hours in a month.

IN WITNESS THEREOF, the parties have signed on this
4 day of April 2019.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING #2

BETWEEN: **TEAMSTERS QUEBEC LOCAL 106**

AND: **SGT 2000 INC.**

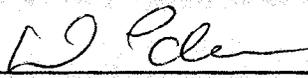
SPECIAL COMPENSATION

This letter of understanding is an integral part of this collective agreement.

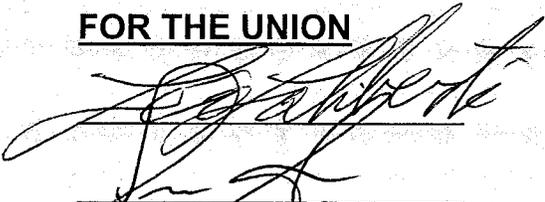
If the employer receives from a customer a special compensation which is specifically intended to be an incentive for the driver to improve his performance (ex.: punctuality premium), the employer will give that premium to the driver concerned.

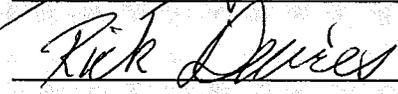
IN WITNESS THEREOF, the parties have signed on this
4 day of April 2019.

FOR THE EMPLOYER



FOR THE UNION







LETTER OF UNDERSTANDING #4

BETWEEN: **TEAMSTERS QUEBEC LOCAL 106**

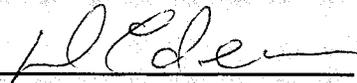
AND: **SGT 2000 INC.**

This letter of understanding is an integral part of this collective agreement.

The employer accepts that two (2) employees working for an agency, at the Brampton terminal, become part of the company's union.

IN WITNESS THEREOF, the parties have signed on this
4 day of April 2019.

FOR THE EMPLOYER



FOR THE UNION

