

TRANSPORT LABERGE WORKING AGREEMENT

Between



And

TEAMSTERS LOCAL UNION 927



TRANSPORT LABERGE
(Hereinafter referred to as the "Company")

AND

TEAMSTERS LOCAL UNION 927
(Hereinafter referred to as the "Union")
COLLECTIVE LABOUR AGREEMENT
NEW BRUNSWICK
NOVA SCOTIA

2023-2027

Table of Contents

<i>President's Message</i>	5
<i>The objectives of this Agreement</i>	6
<i>History of the Company</i>	7
<i>Mission</i>	8
<i>Promise</i>	8
<i>Values</i>	8
ARTICLE 1 - PREAMBLE AND RECOGNITION	9
ARTICLE 2 - UNION SECURITY	10
ARTICLE 3 - COMPANY'S RIGHTS	11
ARTICLE 4 - STEWARDS	12
ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION	13
ARTICLE 6 - STRIKES & LOCKOUTS	15
ARTICLE 7 - SENIORITY	16
ARTICLE 8 - HEALTH AND SAFETY	19
ARTICLE 9 – EQUIPMENT	21
ARTICLE 10 – GENERAL	23
ARTICLE 11 - LEAVES OF ABSENCE/ PERSONAL TIME	24
ARTICLE 12 – HEALTH, WELFARE AND MEDICAL EXAMINATIONS	26
ARTICLE 13 WAGES AND CONDITIONS	28
ARTICLE 14 - STATUTORY HOLIDAYS AND VACATION	32
ARTICLE 15 - NO DISCRIMINATION	35
ARTICLE 16 - BULLETIN BOARD	35
ARTICLE 17 - GROUP INSURANCE PLAN	35
ARTICLE 18 – DURATION	37

President's Message

Dear driver,

We are very happy to count you among our collaborators.

As a valued drivers , you are a member of a dynamic team and, by your collaboration and fulfillment of your responsibilities; you contribute to the performance of the company.

This Agreement aims at summarizing your working conditions and to make you aware of the policies and the rules which govern the functioning of the company. In it, you will find details that reflect our commitment to strengthen and maintain an environment that is stimulating for everyone.

The Agreement outlines the goals and philosophy of Transport Laberge et Fils Inc., its organization, it's policies and procedures, it's regulations and it's working conditions to facilitate your integration into the company.

This Agreement will serve as a reference to assure uniformity in the application of our rules, our equity and in our professional relationships.

Welcome to Transport Laberge et Fils Inc.!

Richard Laberge
President

The objectives of this Agreement

To assure smooth operation, Transport Laberge, has developed a set of policies and of rules which will be a guide for drivers.

This Agreement's objectives are to:

- Inform you about our values, practices, policies and the general regulations of Transport Laberge;
- Clarify our common rules, as to build and maintain with the drivers a healthy environment, harmonious and constructive relations.

The contents of this guide are neither exhaustive, nor definitive. It is possible that certain rules do not appear and that the contents of the guide are called to evolve within time.

For any questions relative to this guide or the rules of the company, do not hesitate to consult your supervisor or one of the managers of Transport Laberge.

For the syntax of the present guide, the male determinant was used to facilitate the reading of the text.

History of the Company

Established in 1986, Transport Laberge is a family-owned company which transports vehicles. At that time, the company is managed by André Laberge and his son Richard Laberge who is just 17-year-old. In spite of his young age, Richard has big visions for the company.

In 1987, after a year, Richard showed his abilities and became a partner with 50% of the shares of the company.

In 1987 till 1990, the company had 2 platform trucks which could transport 4 vehicles.

In 1990, with the help of his brother Steve, transformed one of the trucks adding a second level, which could now accommodate 4-7 vehicles. During the same year, they acquired a property in Mont-St-Grégoire for their head office.

In 1993, Transport Laberge bought their first specialized transport truck that had the capacity to transport up to 9 vehicles. The company started to venture into the Snowbird market, which was a turning point in the growth of the company. Transport Laberge distinguished itself by giving it's customers superior service.

Between 1993 and 1999, the business went from 3 to 8 trucks, it also purchased its first new truck and it's first Cottrell trailer.

In 2003, Richard Laberge bought the family business and became the president. He continued to have innovative ideas and a vision that was a catalyst to the grown of the company.

In 2006, Transport Laberge was awarded its first contract by one of the constructors of new vehicles.

In 2007, the company went from a tie down procedures utilizing chains to straps. This was a major turning point for the company; this permitted the company to differentiate itself from the rest of the competition.

In 2008, Transport Laberge was awarded its second contract with another constructor of new cars.

In 2009, Transport Laberge was awarded its third contract with another constructor of new cars.

Today, Transport Laberge has contracts with multiple automobile constructors such as Toyota, Lexus, Hyundai, Volkswagen, Audi, Chrysler. We are also proud to count our numerous commercial, individual and Snowbird as clients.

In 2015, Transport Laberge has been awarded 2 new contracts with automobile manufacturers.

Throughout the years, Transport Laberge has known important growth, and they continue to grow their market share. We are very proud to count amongst our clients; automobile manufacturers, commercial clients, private clients and Snowbirds.

Mission

We are passionate about vehicle transport and our mission is to be the leader in the car carrier industry.

Promise

We are devoted to our customer and our promise is to offer an unparalleled quality car carrier service.

Values

Inspired by our consist of:

- Respect
- Teamwork
- Professionalism
- Passion
- Integrity

ARTICLE 1 - PREAMBLE AND RECOGNITION

1.01 Transport Laberge does hereby recognize Teamsters Local Union No. 927 as the exclusive bargaining agent for all members, as defined in Article 1.2 employed by the Company hereunder in the Province of Nova Scotia, New Brunswick and Prince Edward Island. The purpose of this Agreement is to establish the hours, wages, and other conditions of employment, and to adopt measures for the settlement of differences, and to maintain a co-operative relationship so as to prevent interruptions by boycotts, strikes, or lockouts.

1.02 The Company recognizes the Union as the sole bargaining agent for the following categories: drivers, excluding, terminal manager, operations co-ordinator and dispatcher in the provinces of Nova Scotia, New Brunswick and Prince Edward Island.

1.03 It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the parties to this Agreement during the term of this Agreement. There shall be no effort by any signatory to misinterpret, read into or delete from any of the provisions of this Agreement.

1.04 In accordance with the terms of the *Labour Relations Act*, the Company will be bound as an individual Employer by the terms of this agreement and to the obligation to bargain with the Union for a new Collective Agreement. Bargaining notice can be sent by either party ninety (90) days prior to the expiry of the Collective Agreement to set dates to Bargain.

1.05 It is agreed that neither party to this Agreement shall enter into any Agreement or contract with drivers which conflicts with the terms and provisions of this Agreement.

1.06 The Union, as well as all members thereof, agree at all times, as fully as can be in their power, to further the interests of the automobile transporting industry and of the Company.

ARTICLE 2 - UNION SECURITY

2.01 All drivers shall, as a condition of employment become Union Members within one hundred and eighty (180) calendar days of their date of employment, maintaining such membership in good standing for the duration of this Agreement.

2.02 All drivers who have completed one hundred and eighty (180) calendar days of employment under the scope of this collective Agreement, shall, as a condition of employment authorize the Company on a form provided by the Union, to deduct from the first pay of each month, the Union's monthly dues. The Company shall remit such amounts to the office of the appropriate Local Union not later than the 25th day of the month and shall send a list of names of those drivers for whom a deduction was made. The Company shall also send a list of names of those drivers for whom a deduction was not made including reasons why those drivers were not so deducted.

The Union will supply the Company with the "Application for Membership" and "Union Deduction Authorization" forms which shall be completed by all drivers" prior to the commencement of employment, the Company will forward the completed "Application for Membership" cards to the office of the appropriate Local Union as notification of employment.

2.03 Unless the Company is otherwise notified by the appropriate Local Union prior to the completion of the driver's probationary period, a driver shall, as a condition of continued employment, authorize the Company to deduct an amount equal to the Local Union's initiation fee in instalments set by the local Union Secretary Treasurer. The Company agrees to remit such deductions to the head office of the appropriate Local Union along with a list of the drivers from whom the money was deducted at the same time as the Union dues are remitted.

2.04 The Company shall show the yearly union monthly dues deductions on drivers' T4 slips.

2.05 The Union will notify the Company in writing of any arrears in regular monthly dues or initiations, or re-initiation fees and the Company will the following pay period commence deductions in amounts prescribed by the

Local Union in written notice and forward such monies to the appropriate Local Union along with the monthly dues as provided for above.

2.06 If a driver is absent and has not sufficient pay to his credit, the Union dues shall accumulate and shall be deducted upon his return to work, not to exceed one (1) month's dues per week unless otherwise notified in writing by the Local Union. The Company agrees to deduct every month from all drivers as a condition of employment for said drivers, their monthly Union dues at the rate specified by the Union. Upon their first pay cheque of each month and if said drivers continues to work for more than ten (10) working days per month.

ARTICLE 3 - COMPANY'S RIGHTS

3.01 The conduct, control and management of the Company's business, the direction of its working force, and the determination of the driver's ability to perform the work required are the sole and exclusive prerogatives of the Company.

3.02 The location of the terminals where drivers shall report for work and finish work, the type of services rendered, the locations to be serviced, the addition, extension or discontinuance of work, and any and all changes pertaining to such matters which may be made from time to time in the interest of efficient operations are the exclusive rights of the Company, provided the Company shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Agreement.

3.03 The Company reserves the right to discipline and discharge drivers for just cause. It is agreed that among or acts, dishonesty, use or possession of alcohol beverages or any illegal, non-prescribed drugs while on duty are just cause for discharge, including on customer premises to ensure fairness amongst drivers, Company management, and supervisors are responsible for ensuring that the applicable rules and regulations are followed by all drivers.

The objective of the disciplinary process is to improve driver productivity and behavior, all the while treating drivers fairly and constructively. Any rule or policy not followed will therefore result in disciplinary measures. As a general rule, sanctions are applied based on these terms;

- A verbal warning is communicated to the driver;
- A written warning is given to the driver;
- Suspension, without pay;
- Dismissal

The proposed terms are general guidelines and will not necessarily be followed integrally. The disciplinary measures could be more or less harsh, considering the facts and circumstances surrounding the incident. Also, some faults could lead to an immediate dismissal if the severity of the facts warrants it (e.g.: theft or assault)

3.04 The Union recognizes that the Company has the exclusive right to manage the business and to exercise all of the customary prerogatives of management except those specifically delegated to the Union in this Agreement.

3.05 Management personnel will not perform bargaining unit work unless it is necessary in order to accommodate shipper's request. In that event, it should be discussed with those people who normally perform the work.

ARTICLE 4 - STEWARDS

4.01 The Company recognizes the right of the Union to designate Stewards and Alternates. If the operations are such as cannot be handled by one (1) Steward, additional Stewards may be designated.

4.02 The Union agrees to advise the Company, in writing, of the names of the Steward (s) and any subsequent changes in the names thereof. The Steward's duties shall in no way conflict with his duties to his employer and he shall be held responsible for the same quality and quantity of work as other drivers.

4.03 The Steward shall be the last person to be laid off, and he shall not be discharged without notifying the Local Union, in writing, so that the Local Union is in receipt of such notification before such disciplinary action or discharge. There shall be no discrimination against a Steward for Union activities.

4.04 The Union will not be refused permission from the Company, upon request, to enter the Company's premises in the Administration of the Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

5.01 Any complaint, disagreement, or difference of opinion, between the Company, the Union or the drivers covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance, and shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement.

The procedure for such adjustment and settlements shall be as follows:

STEP 1 - Any grievance of an driver shall first be taken up verbally between such driver and management and management shall have 5 working days to reply in writing.

STEP 2 - Failing settlement under Step 1, such grievance shall be taken up between the Local Union Shop Steward, and the appropriate Company representative. Such grievance shall be in writing on a form provided by the Union and signed by the driver or the business representative of the local Union. The company will respond in writing within seven (7) working days.

STEP 3 - Failing settlement under Step 2, such grievance will be taken up between the Business agent of the Union, and an Employer representative. In a meeting face to face, or by conference call. Step 3 meetings will be scheduled when required.

STEP 4 - Failing settlement under Step 3, within forty-five (45) working days either party can refer the matter to Arbitration. The arbitrator notice will include three arbitrators; the party receiving notice shall pick one from the three to hear the matter, the arbitrator's decision will be final and binding.

Failing to agree upon a Arbitrator, the Minister of Labour will be requested to appoint an Arbitrator whose decision shall be final and binding. The cost of the Arbitrator will be borne equally by the Union and the Company.

The Arbitrator shall have no power to add to, to subtract from, or to modify any of the terms of this Agreement.

5.02 All monetary grievances that are mutually agreed upon shall be paid no later than the following pay period when possible.

5.03 Upon request by the driver, the Steward shall be present at any disciplinary meeting regarding, written warnings, suspensions and discharges or any other meeting that could lead to discipline including security investigations. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the driver concerned.

Discharges and Suspensions

5.04 If a driver who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Three within five (5) working days after notice has been given to the driver. If a suspension is grieved and is in excess of three (3) days, the Company will not put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.

At the conclusion of any investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended driver. Upon the failure of the driver to attend the prescheduled meeting or, failure of the driver to inform the Company beforehand of his inability to attend the meeting, he shall be deemed to have abandoned his employment, unless the driver is unable to attend the meeting for reasons beyond his control. Notice of the Meeting shall be in writing and shall be deemed sufficient if sent by registered mail to the driver's last known address on file with the company, after an attempt has been made to contact the driver by phone. The driver shall be available at all times during his regular working hours, as if he was working and he shall report to his immediate Supervisor on a daily basis.

5.05 Any and all time limits set forth in Article 5 for the taking of action by either party or by a driver may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

5.06 Any adverse statements, warnings, reprimands or suspensions will be removed from the drivers file after twelve months from this occurrence provided there has been no re-occurrence of the same incident.

Corrective Action

5.07 If adverse statements, warnings, reprimands, etc., are to be put into an driver's personnel file, a copy of same will be given to the driver with a copy to the steward, and the Union, within seven (7) working days of the event giving rise to the adverse statement, warning, reprimand, etc. For greater clarity, this time limit only begins from the date that the company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the company becomes aware of circumstances that will result in a disciplinary response while a driver is absent from work, the discipline will be given out within the seven (7) working day limit as spelled out herein, unless the driver remains unavailable and, if such is the case, then the discipline will be given out on the first week the driver is actively at work. It is understood drivers signing off on corrective action letters does not acknowledge acceptance of the letter.

5.08 Any driver, with seventy-two (72) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The business Representative acting on behalf of the Union, with the written permission of the driver, shall be permitted to inspect the personnel file of the driver upon reasonable notice of such request.

5.09 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the union and the driver or drivers concerned.

ARTICLE 6 - STRIKES & LOCKOUTS

6.01 During the life of this Agreement there shall be no strike/lockout by the Company or by the Union.

6.02 In the best interest of servicing our clients the Company and the Union will work collaboratively to ensure our customers are serviced in a timely manner. However, it shall not be a violation of this agreement to refuse to cross a legal picket line.

ARTICLE 7 - SENIORITY

7.01 The purpose of seniority shall be the determining factor governing the work preference, layoffs and recalls. In the event of a reduction of the working force, the Company shall apply the principle of "last on - first off". Following a layoff, rehiring shall be executed conversely to the outlined layoff procedure.

7.02 The Company will provide and post a seniority list of the Terminal in January and June each year, with sufficient copies provided to the appropriate Business Representatives and the Stewards. The Company will number the drivers on the seniority list. The Company will provide the Local Union office in June and January of each year a copy of the seniority list including drivers' addresses and social insurance numbers. This seniority list shall be provided to the Local Union.

7.03 Drivers shall be considered probationary until placed on the seniority list. After one hundred and eighty (180) calendar days from the date of employment, the driver shall be placed on the seniority list, according to their date of hire. The Company must supply proof of the commencement of employment by a time card and establish personnel on the seniority list in accordance with the time they started. The release of a probationary driver shall not be subject to the grievance procedure. If the above process fails to determine the order of seniority, the deciding method will be by employee number with the Union representative present.

7.04 Those promoted to supervisory positions or those positions not subject to this Agreement will retain their seniority after promotion and if demoted for any reason or if they voluntarily request reinstatement to their former position in the bargaining unit within 180 calendar days, the time served in the supervisory position shall be included in their seniority rating. Such drivers shall forfeit any and all recourse to the grievance procedure as outlined in the Agreement should they be subsequently discharged in such a position beyond the jurisdiction of this Agreement.

7.05 If the Company absorbs (by merger, purchase or other disposition) the undertaking and business of another car carrier covered by the terms of this Agreement or is party to a consolidation of lines with another car carrier covered by the terms of this Agreement, the seniority of the drivers absorbed or affected will be determined according to the following:

1. If the Companies affected are actively in business, the seniority lists of drivers of each Employer involved in the consolidation of terminals or operations shall be dovetailed by appropriate classification in order of seniority according to each driver's date of hire at their respective Company.

7.06 Seniority rights and employment shall cease for any of the following reasons:

- (1) if a driver quits or retires;
- (2) if a driver is discharged and the discharge is not reversed through the grievance procedure;
- (3) if a driver has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide reason for this absence;
- (4) if a driver fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide emergency;
- (5) if a driver fails of a driver to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the driver to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail, email or text message to the driver's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority drivers are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;
- (6) if a driver is laid off for a period of eighteen (18) months, or his length of service, whichever comes first;
- (7) if a driver utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- (8) if a driver permanently loses a required license or permit due to his own actions.

Dispatch Procedures

7.07 The “senior driver” shall have choice of all loads/Days work available. Following the driver’s decision, all remaining loads will be offered by seniority to all available Company drivers. If a “pending load” fails to materialize once accepted, all remaining loads that have not been accepted shall be offered to the driver that lost the “pending load”. All dispatches are required to be assigned; senior drivers can voluntarily pass loads down the seniority list to junior drivers. However, loads not taking by drivers for any reason will become mandatory by reverse seniority. Drivers refusing loads without a bonafide reason will be subject to discipline

- Each afternoon dispatch will submit day of work for the following workday to all the drivers by seniority.
- Dispatch will contact all drivers 30 minutes prior to dispatch indicating dispatch time.
- Each driver will have 5 minutes to decide which workday to choose by seniority.
- All drivers are required to be available by phone or by smart phone in a web-based format between 12:00 hours to 16:00 hours to pick their day of work.
- After 16:00 hours the workloads will be posted on the bulletin board.
- For days in which volume is low the day of work will be prepared first thing the following morning and communicated to the drivers by seniority.
- Dispatch procedures will be respected by voluntary down mandatory up.

Exceptions:

- All new drivers will be given smaller loads for the first month after initial training to learn the job. After one month of delivering smaller loads, management will assess new driver’s abilities and adjust accordingly.
- Split drivers are not part of this dispatch process unless no split being performed for that day.
- Split drivers, when no split is being performed, will fall into the usual seniority process for work day dispatch

- No bumping allowed between Moncton and Halifax drivers. Each terminal is required to respect these dispatch procedures.
- Other terminal drivers who assist will be given work only after Moncton and Halifax drivers chose their work day.
- Loads/work day requiring high rail trucks and/or sleeper trucks will be dispatched by seniority within the pool of high rail and/or sleeper trucks drivers that have an assigned truck.
- Drivers working in a foreign Terminal shall have right to first dispatch to their home Terminal.
- Dispatches can include multiple loads to provide drivers a day's work, and city and highway work can be combined
- Special project loads will be offered by seniority and equipment requirements within the drivers of both Halifax and Moncton together within one group.

ARTICLE 8 - HEALTH AND SAFETY

8.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the drivers and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Canada Labour Code Part II.

8.02 The Company shall not require drivers to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

8.03 The Company agrees to provide an adequate facility in a manner that is conducive to the safety and health of the drivers. Road drivers will normally take their lunch and rest period on route.

8.04 Drivers shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female drivers shall be provided where necessary.

8.05 The Company shall make reasonable provisions for the safety and health of its drivers during the hours of their employment, and provide proper first-aid kits, including a proper first-aid kit in each service vehicle.

8.06 The Company will pay straight time for safety meetings, but will endeavour to hold these meetings during the shift of the drivers concerned. Safety Representatives on off-shift shall be considered as having worked. As per Canada labour Code Part II – Health and Safety – Section 135.1.

Safety Committee

8.07 The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations. It will provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

8.08 All Company vehicles which are equipped with appropriate communication devices agree that both parties will ensure that there is no abuse.

8.09 If a driver shall be issued a traffic ticket or citation for parking violations made in accordance with instructions from the Company, the Company shall be responsible for such citation. The driver is required to advise management immediately of the traffic ticket or citation. Traffic tickets or citations issued to the driver must be submitted to the Company within forty-eight (48) hours and if not so delivered, the Company shall not be responsible for the payment thereof.

8.10 Moving violations shall be the sole responsibility of the driver: e.g., speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving. Any violations that occur while driving a company vehicle must be reported to a member of management within twenty-four (24) hours of the occurrence.

8.11 The Company shall not instruct any driver to operate a vehicle in excess of the legal load weight limits. If a driver is stopped by the Police or any scales, and is fined, the Company shall pay such fines. The driver is responsible to respect the legal load dimensions which includes length and height.

8.12 Drivers are required to complete a pre-trip and post-trip inspections prior to the start of and end of the shift. All defects of equipment are to be reported to the Company. The defects are to be indicated on the VCR form supplied by the Company.

8.13 All Drivers must produce a valid Driver's Licence and updated Driver's abstract twice a year. With regards to the latter, the driver may choose to provide the company with written permission to obtain the item on their behalf. The cost of obtaining the Driver's Abstract will be borne by the Company.

ARTICLE 9 – EQUIPMENT

9.01 It is to the mutual advantage of both the Company and the driver that drivers should not operate vehicles, which are not in safe operating condition, and not equipped with the safety appliances required by law. It shall be the duty of the drivers to report promptly to the Company on a "vehicle condition report" provided by the Company, all know defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the applicable regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of management, reporting all defects are the responsibility of the Drivers. All decisions in regard to the condition of equipment shall rest with the senior qualified representative of the Company on the premises. It shall not be a violation of the Agreement where drivers refuse to operate such equipment after the driver has advised the Company in writing of the defects in the equipment, and such defects have not been corrected. The Company shall supply written confirmation of all repairs completed and a copy of such shall remain with the repaired equipment.

Outside vendors utilized to repair Company equipment shall be required to acknowledge that each repair has been performed by updating electronic system when the equipment is fit to return to service as required by law.

9.02 Drivers shall not be penalized or otherwise held responsible for loss or damage to equipment unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to ten (10) days from the date of loss or damage to register a claim with the driver. Before the driver signs an authorization to deduct a claim, he shall have seven (7) days to register a grievance should he fail to agree with the Company's claim. In the event the grievance is not filed within the seven (7) days, the driver must authorize the Company to deduct the amount of the claim. The Company may lodge a claim for loss or damage up to and including the value of the equipment lost or damaged.

9.03 Having regard for the safety and driver health factor, all power units shall have adequate heaters, windshield wipers, defrosters, windshield washers, fire extinguishers, smoke detectors and carbon monoxide detectors in units with sleepers. All new decker equipment is to be equipped with aluminium ramps. Safety catwalks shall be installed where necessary on trailers and overheads (Cottrell standard). Each driver will be supplied with flares; replacement flares to be supplied by the Company upon request. All existing and new equipment is to be equipped with driving lights and such lights to be maintained so that they are functional.

9.04 Drivers subject to disciplinary action as a result of damage to Company equipment will be given the opportunity to view the photographed damaged parts.

9.05 All trucks presently equipped with loading lights and such lights to be maintained so that they are functional.

Load Inspection

9.07 Drivers are responsible for verifying attentively the full serial number (VIN) of each of the vehicles on their load and making sure that it is the same vehicle as the one identified on their bills and Mobiles (electronic devices) The driver must verify all the equipment of his load, such as tools, tires and accessories, in order to make sure they are such as described on the bill of loading or Mobiles. Should the driver notice anything broken or missing, he must indicate this on the bill of loading and make the representative of the company expediting the vehicle sign the release form.

The Company supplies each driver with a measuring bar upon hiring. The driver is responsible for this bar for the duration of employment. In case of loss, the driver will have to purchase a new bar from his dispatcher, and will have to assume the cost himself. The drivers must check the dimensions of their load. They are responsible for ensuring their load conforms to the legal limits of each country, province, state, or city they must travel through.

9.08 Safety marked coveralls (**2 summer and 1 winter**) will be provided to all Company drivers at the expense of the Company. Upon the end of employment, for any reason, all coveralls issued to the driver must be returned to the Company. If not all returned, the driver will have the cost to replace any non-returned coveralls at the company cost.

9.09 Equipment Bid

The Company shall inform the Union Steward to obtain his recommendation when new or used equipment is added to the fleet.

9.10 Once the Probation period is completed, the full time driver will receive \$20 per active pay period to purchase equipment such as: a set of rain gear, a pair of safety footwear, gloves and any certified safety item not listed in this collective agreement.

ARTICLE 10 – GENERAL

Passengers or Accompaniment

10.01 Unless this person has been authorized by the Company as a second driver, it is forbidden to let someone else drive your truck. We do tolerate that you are accompanied by someone on occasion on the road. It is obligatory to obtain a written authorization from your supervisor before a passenger can accompany you. The passenger is strictly passenger and cannot perform any tasks related to the driver's work.

10.02 For local drivers for whom the employer is required to remain outside its home terminal for at least one night, the employer pays for hotel room and meals. (Except for lunch for the day of departure and dinner for the day of return if return is 1800 hours before the home terminal.)

10.03 Meal refunds are made upon presentation of official receipts and up to the following amounts:

- Breakfast: \$15.00
- Lunch: \$20.00
- Dinner: \$35.00

10.04 All employees temporarily transferred to a foreign terminal are paid and bound by this collective agreement.

10.05 The employee who uses his personal vehicle for the company's needs will receive, upon approval from the Employer, travel expenses at a rate of \$0.61 per kilometer.

10.06 Drivers may refuse dispatch when their logbook reaches 56 hours or more during the week, all work beyond 56 hours shall be voluntary.

10.07 The start time for drivers shall be 4:30 a.m., between April 1st and October 31st and 5:00 a.m. between November 1st and March 31st. No night drop without management's approval, and no delivery between 7a.m. and 5 p.m. without customers checker signature.

ARTICLE 11 - LEAVES OF ABSENCE/ PERSONAL TIME

11.01 During an authorized leave of absence, a driver shall maintain and accumulate seniority.

Leave of Absence for Personal Reasons

11.02 The Company may grant leave of absence without pay for up to two (2) months, upon their approval if a driver requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Drivers on such leave will be maintained on applicable benefit plans, and the company will continue to pay full the Company agreed monthly contributions for benefits.

11.03 Leave of absence without pay to attend Union conventions, conferences and seminars may be granted for up to seven (7) days and to more than one (1) steward in any one (1) calendar year. Applications for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave. Stewards on such leave will be maintained on applicable benefit plans.

Maternity/Parental Leave

11.04 The labor standards in force apply for maternity or adoption leaves. To ensure the Company operations continue to run smoothly, you must advise the company in writing at least three (3) weeks prior to taking one of these leaves, indicating the start and end dates of your leave. In addition, you are required to maintain your group insurance coverage active throughout your leave by paying the regular premiums. The amount can be paid by check monthly.

Bereavement Leave

11.05 Permanent full-time drivers are entitled to a leave in the following circumstances. For all other drivers, the leaves approved by law will apply.

A bereavement leave of 5 days paid days is allowed for the death of a spouse, child, spouse's child, father, mother, brother or sister. A bereavement leave of 3 days paid is allowed for the spouse's father or mother, grand-father, grand-mother, spouse's grandparents, brother-in-law or sister-in-law, grand-child, son-in-law or daughter-in-law. An additional 2 days without pay can also be allowed.

Employees on vacation at time of bereavement shall have their vacation substituted with bereavement leave.

The objective of a social leave for bereavement is, amongst other, to attend to the employee's duties following a family member's death. The leave must therefore be taken in the week immediately following the death, unless special circumstances apply. The employee must then ask his/her supervisor for special authorization.

The employee must advise his/her supervisor as soon as possible of the death of a family member and let him know how many days he/she plans to take off work.

The Company reserves the right to ask for a document confirming the death of a family member, as well as your family ties.

11.06 If a driver desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Company.

11.07 Legitimate and reasonable requests for leaves of absence to extend a vacation must be for good reason and must be in accordance with the vacation schedule; these will be limited to one (1) occasion every two (2) years, except in emergency condition. these requests will be at managements discretion to approve.

11.08 When there are federal and provincial elections, your immediate supervisor decides what schedule each driver works and the non-worked paid hours, according to the law in force.

11.09 If you are summoned for jury duty, or if you are summoned as a witness in a non-work related case that is not your own, you are granted a leave of absence without pay. However, it is possible to move your vacations to have them coincide with this leave.

Personal leave

11.10 Drivers are entitled to up to 5 days of personal leave per calendar year. If a driver has 3 consecutive months of continuous employment, the first 3 days of leave are paid and shall receive ten (10) hours pay at their hourly rate for each day. Drivers with less than 3 months of employment are entitled to 5 days of leave without pay. Drivers can take this leave over more than 1 period. Drivers will give as much advanced notice to the company when possible when taking their personal time.

Sick leave

11.11

a.) In accordance with the Canadian Labor Code, drivers are entitled to up to ten (10) days of medical leave per calendar year. Where changes are made to the Canada Labor Code, the following article will be amended in accordance with the legislative changes made.

b.) Drivers shall receive ten (10) hours pay at their hourly rate each day. Any unused leave shall be paid out the first pay in January the following year.

ARTICLE 12 – HEALTH, WELFARE AND MEDICAL EXAMINATIONS

12.01 The Company will not unduly request a medical examination while a driver is off on Worker's Compensation. Any examination requested of a driver who is off on sick leave shall only be to determine if or when he will be able to return to work. The driver will be notified with at least seven (7) calendar days in advance of any such request for a medical examination. The Company will pay for medical examinations carried out by a Doctor of its choice and will compensate for transportation and parking.

12.02 When an driver suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will

automatically be granted leave of absence, without pay, and subject to any payments to which he is entitled under any Sick Pay Plan, until such time as his doctor states such driver can return to work, provided the Company reserves the right to require the driver to be examined on the driver's return to work by a doctor selected by the Company, which examination shall be paid for by the Company.

The Company will make every effort possible to locate a suitable position for a driver deemed physically incapable of performing his regularly assigned duties. Should a driver be re-classified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the driver, he will:

- (i) be placed on lay-off (medical leave of absence without pay);
- (ii) qualify for participation in any of the driver benefit programs to which he is entitled as a participating member;
- (iii) qualify for Workers Safety and Insurance Board payments if his incapacity resulted from an on-the-job illness or injury.

Medical Leave

12.03 When a driver suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible and preferably twenty-four (24) hours' notice in advance of his actual starting time so that adequate replacement may be made if necessary. Drivers must keep the Company and the Union notified of their correct address and telephone number at all times.

12.04 It is required that drivers on sick or injury leave advise the Company as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of availability. For any driver that is absent from work in excess of two (2) weeks must provide seventy-two (72) hours' notice.

ARTICLE 13 WAGES AND CONDITIONS

13.01 Drivers are compensated at variable rates, based on driver category and the activities they are expected to perform on the trips they are assigned. Mileage is calculated by the Magnus software, from the departure's address to the destination's address. See the compensation tables below:

		From October 30, 2022 To October 28, 2023	MAGNUS Oct. 27 2024	
Load/Unload CAN	Man / Car	\$6,1800	\$8,00	
	Man / Truck	\$8,2400	\$8,00	
	Commercial	\$9,4200	\$8,00	
Load/Unload USA	Man / Car	\$7,3000	\$7,30	
Drop and reload*	I	\$10,000	\$10,00	payrequest
Stop		\$5,8900	\$7,00	
Stop USA		\$11,750	\$11,75	
Minimum rate city		\$14,370	\$14,82	
All Miles - CAN		\$0,5411	\$0,54	
Miles - USA -Empty		\$0,5783	\$0,58	
Miles - USA –Loaded		\$0.6228	\$0,62	
Border*		\$24,880	\$24,88	payrequest
Hourly Rate / Waiting Time		\$24,880	\$25,65	payrequest
Day guarantee		\$248,78	\$248,78	payrequest
Lay over		\$199,02	\$199,02	payrequest
New Hire		\$23,010	\$23,01	payrequest
Instructor Day / Trainer		\$340,85	\$340,85	payrequest

Notes:

- 3.1% salary increase on total gains earned retroactive to October 29, 2023.
- 2.5% increase year 3 and 2.5% increase year 4

The highway driver's compensation mileage rate depends on the territory where the work is performed (Canada or USA)

* The first hour is not payable and the truck must be loaded.

** An amount of 10.00 \$ will be allocated for a load of 10 vehicles simultaneously.

13.02 Terminal delays and breakdowns and any other hourly rated work over and above as outlined shall be paid for on a time payment basis in accordance with the schedule of highway driver's hourly rates as provided in the Agreement. Time for such breakdowns and terminal delays shall start at the time of the breakdown or delay.

13.03

(a) To be paid for such work as breakdowns, and other allegedly unavoidable delays occurring in any area, all other time payment work the highway driver must report same on his trip report and/or on a form provided and approved by the Company's representative in charge. The Company, may at its discretion, request a driver to sign and declare a statutory declaration. This is of the same force and effects as a statement made under oath, and by virtue of the Canada Evidence Act, in which he shall set forth the causes to the best of his knowledge and belief for such breakdowns and/or delays occurred. In the event of a breakdown or other allegedly unavoidable delays occurring in the areas without supervision, the driver shall contact the Company's office for instructions. If an extended delay occurs, the driver receives the mileage rate to the point of the breakdown plus the hourly rate for the period of the breakdown, as long as the driver is on duty and in charge of his unit. Ten hours pay per twenty-four-hour period for an extended delay. Breakdown pay must be paid on the pay day following the pay period of the breakdown.

(b) In the event that a driver is delayed or broke down at any terminal, he shall report the delay to the Company at the start of the delay time.

13.04 The highway and city mileage rate shall include the normal preparation of the vehicle, the initial hook-ups of the equipment and the final unhooking and storing of equipment at the home terminal. It shall be the responsibility of the drivers to check oil, fuel, tires, water, oil through the transparent hub caps and lights on all equipment. Any defects in same shall be immediately reported in writing to the proper authorities. Drivers are responsible to keep the inside of their tractor clean.

13.05 Short detours which may arise will not be paid for as additional mileage unless they necessitate more than six (6) extra miles of driving. In the event that there is a choice of detour routes, then the shortest route will be the extra mileage paid for.

13.06 If, because of some roadside obstacle, the driver is required to unload his equipment and reload in order to proceed, he shall be paid the prevailing loading and unloading rates. (must get management approval)

13.07 Drivers called for work shall receive no less than nine (9) hours pay except on Saturday when there shall be a guarantee of 3 hours minimum. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness. If no trip is available, the driver may be required to perform alternate work.

13.08 Drivers picking up units that can't be driven on by their own power shall be paid the hourly rate for unloading and loading.

13.09 When new types of trailer equipment for which rates of pay are not established by the Agreement are put into use, rates governing such operations shall be subject to negotiations between the Company and the Union. In the event of failure to reach an Agreement on such rates, the question shall be referred to arbitration and the rates, as determined, shall be applied as of the day that the equipment is put into use.

13.10 Drivers required to dead-head shall be paid the mileage rate. Travel by any other means on Company business shall be paid at the hourly rate for the period of duty.

13.11 The Company agrees to provide all employees, at time of dispatch, with the necessary monies to cover all toll bridges, ferries and toll highways, and where prior arrangements can't be made, for accommodations. It is

further agreed that where drivers have paid for road purchases, sleeping accommodations, and telephone calls required by the Company, that they shall be reimbursed for these monies upon return to their home terminal.

13.12 Employees temporarily transferred to a foreign terminal will be paid and bound by the Collective Agreement and their payroll will remain in their Province of domicile.

13.13 The Company will pay the Steward for all lost dispatches while conducting discipline meetings, and jointly called Labour Management meetings, (unless he refuses to perform load that we assign him)

13.14 For any dispatch commenced on the sixth day, a driver shall be paid **50 %** more for all loads completed, all sixth day dispatches must be approved by supervisor.

13.15 In the event of a planned dispatch to a driver and no Company vehicle is available, the driver will be paid for the hours worked outside his classification, up to a maximum of 10 hours for the day, paid waiting time, providing he is available and present to perform other duties.

A driver who refuses to perform work outside his classification will receive no compensation. If a vehicle is available and is up to date with all safety inspections, the driver must accept said vehicle to use, provided he has the necessary training to use it, otherwise he forfeits the said compensation.

This Article is not applicable to the driver who parks his vehicle at another location than the assigned terminal.

ARTICLE 14 - STATUTORY HOLIDAYS AND VACATION

14.01 STATUTORY HOLIDAYS:

Holiday	Date	N.B/N.S
New Year's Day	January 1	X
The Day after New Year's Day	January 2	X
Family or Heritage Day	3 rd Monday in February	X
Good Friday	March or April	X
National Patriot's Day (or Victoria Day)	Monday proceeding May 25 th	X
Canada Day	July 1 st	X
New Brunswick Family Day	August	X
Labor Day	1 st Monday in September	X
Remembrance Day	November	X
Christmas	25 th December	X
Boxing Day	26 th December	X
Number of Holidays		11

- Truth and Reconciliation Day to be January 2nd each year

14.02 To be entitled to a statutory holiday, you must have been employed by the Company for at least 30 days. If an driver is assigned to work during a holiday by virtue of their working conditions (Long distance driver eg: snow) and that he is not available this day or does not report to work, he will not be entitled to a remuneration for that holiday on that day.

14.03 In the event a Statutory (General) Holiday is proclaimed by the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays. Compensation day, 160\$ will be paid for the 2nd Monday of October

Year of Reference

14.04 The year of reference is a period of twelve (12) consecutive months. Starting on May first (1st) of the current year and finishing April thirtieth (30) of the following year. This period determines the number of weeks of annual vacation the driver is entitled to.

If in any year an employee reaches his or her conversion year he or she will be entitled to an extra week's vacation as listed above. The additional weeks' vacation will be awarded on May 1st of the year in which the anniversary falls. The employee must reimburse the additional vacation pay if his employment terminates prior to having accrued the full amount of the vacation entitlement on a pro-rated basis except in the case of lay-off or retirement.

Annual Vacation Entitlement

14.05 On May 1st of each year, according to your seniority, you will be entitled to annual vacation, the duration of which is determined as follows:

Uninterrupted year of service	Indemnity
Less than one year	4%
1 year to less than 2 years	4%- 80 Hours
2 years to less than 6 years	6%- 120 Hours
6 years to less than 11 years	8%- 160 Hours
11 years and more	10%- 200 Hours

14.06 Drivers will receive the greater between weeks of Indemnity and percentage of previous year's earnings.

14.07 If a Holiday or Holidays fall(s) within a Driver's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.

Duration of Annual Vacations

14.08 On May 1st of every year, according to your accumulated seniority on April 30th, you are eligible to annual vacations.

Taking Annual Vacation

14.09 Vacation time cannot be accumulated from one year to the next, and must be taken within twelve (12) months following the year of reference. All vacation must be taken prior to March 1st. On this date, payroll will deposit the remainder of vacations not yet taken into the driver's bank account, unless they are planned on the calendar.

Planning Annual Vacation

14.10 The Company drivers cannot take any vacation during peak periods, i.e. during the months of March, April, May ***Text should reflect this

Annual vacations are planned in the following manner:

- Your supervisor gives you, at the beginning of March, a form on which you indicate when you would like to take your vacation. All Drivers will pick their first two (2) weeks by seniority, the cycle shall repeat until all vacation is selected by drivers, only two weeks can be selected each time.
- If you are entitled to more than 2 weeks' vacations, a maximum of 2 consecutive weeks can be taken at a time;
- You must submit the completed form to your supervisor by March 31st at the latest;
- Your supervisor will compile the results and build the vacation calendar according to the company's needs and vacation policy;
- Your choice of vacation is confirmed by April 30st at the latest; failure to do so vacation requested will be granted.
- A maximum of 15% of the employees can go on vacation at the same time.

If you wish to change your vacation, please verify with your supervisor at least four (4) weeks in advance. After verification, you will receive a confirmation if this change is possible.

14.11 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular day before his vacation commences. The vacation pay shall be on a separate pay stub.

14.12 Any employee who was prevented from taking his vacation during the calendar year due to illness, accident or lay-off and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31st, on a separate cheque.

ARTICLE 15 - NO DISCRIMINATION

15.01 The Company and the Union shall not discriminate against Drivers with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, and place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code.

ARTICLE 16 - BULLETIN BOARD

16.01 The Company agrees to provide space that is readily accessible for the official Union notices of direct interest to the Drivers.

16.02 The following items must be posted on each such Notice Board:

- (a) A copy of this Agreement; and
- (b) Seniority list to be revised by the Company every three (3) months.

ARTICLE 17 - GROUP INSURANCE PLAN

17.01 All drivers hired on a permanent basis are admissible to group insurance on their first day of work. However, enrollment to dental insurance is only possible after one year of service. The employee is required to enroll in the Plan as soon as he/she is hired, or provide proof of insurability for himself/herself and his/her dependents. Once enrolled in the insurance plan, the employee shall receive a booklet from the insurance

company that explains all the terms and conditions of the coverage and how to change it, if applicable.

In summary, the Company's group insurance plan offers the following coverage;

- Life insurance;
- Accidental death and dismemberment insurance;
- Long-term disability insurance;
- Prescription drug insurance;
- Health insurance;
- Dental insurance (after one year of service);
- Travel insurance;
- Driver assistance program

All coverage is mandatory:

- Enrollment to the basic coverage (life insurance, accidental death and dismemberment insurance, and long-term disability insurance) is mandatory.
- Enrollment in the prescription drug and dental plans are mandatory, unless the employee provides proof of coverage by a spouse's drug and dental plan.
- Prescription drug, health and dental coverage will pay 50% by the Company

Please ask your payroll representative for insurance forms in order to modify coverage or beneficiaries in your policyholder file. Certain conditions might apply when changing coverage or when asking for enrolment after initially requesting exemption.

17.02 RRSP (DPSP)

The Company contributes to an open RRSP for each permanent driver that wishes to personally contribute to one. A driver becomes admissible to the employer's RRSP contribution after three (3) months of service. A request for this must be submitted to the payroll department.

The Company contributes to the driver's RRSP by depositing an amount equivalent to the one the driver contributes by deduction at the source, up to a maximum of 2% of the driver's gross annual salary.

Examples:

A driver who chooses to contribute 1% of his or her salary in an RRSP receives an equivalent amount from the employer to be contributed into the RRSP (1% of salary).

A driver who chooses to contribute 3% of his salary in an RRSP receives an amount of 2%

(maximum contribution) of the driver's salary from the employer, to be contributed into the RRSP.

The Company will increase its contribution from 2% to 4% for drivers who have completed twenty-four (24) months of contribution to their RRSP. To benefit from this additional contribution from the employer, the driver must have contributed a minimum of 2% of their salary in the RRSP.

Example:

- The first 24 months, driver contributes 2% and the employer contributes the maximum 2%.
- The 25th month plus, the driver contribute 2% and the employer contributes the maximum of 4%.

The Company's contribution will belong to you if you have contributed to the RRSP for a period of at least 24 months.

ARTICLE 18 – DURATION

18.01 This Agreement shall become effective from November 1st 2023, to October 31st 2027 and from year to year thereafter unless notice to bargain by either party is given by registered mail within sixty (60) days prior to the date of expiration, setting forth the amendments desired.

18.02 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

DATED at Montreal, this 26th day of June 2025.

FOR THE COMPANY



Pierre d'Anjou




Stéphane Godbout

Richard Laberge



Richard Laberge

FOR THE UNION



Andrew Clark

Jean Marc Hébert

