

COLLECTIVE AGREEMENT

Between

TST OVERLAND EXPRESS
Western Canada
(Hereinafter referred to as “the Company”)

and

UNIFOR the UNION - CANADA
LOCAL 4209, 114 & 4050
(Hereinafter referred to as “the Union”)



November 1, 2013 – October 31, 2017

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THIS AGREEMENT made effective this 1st day of November, 2008, except as may be otherwise stated,

Between

TST OVERLAND EXPRESS
(herein referred to as “the Company”)

and

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-Canada) Locals 4209, 114 and 4050**
(Hereinafter referred to as “the Union”)

Representing all employees except office staff and sales staff employed by TST Overland Express.

PREAMBLE:

The general purpose of this Agreement is to secure for the Company and the employees the full benefits of orderly and legal collective bargaining, and to ensure the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of such conditions. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is hereby mutually agreed as follows.

The Company, the Union and the employees agree to cooperate and work together to reduce Company costs in non-direct labour cost areas.

Conflicting Agreements:

No employee shall be asked or permitted to make a written or verbal agreement which may conflict with the provisions hereof, unless notice of such agreement is given to the Union and agreed to by the Union.

Definitions:

- a) A full-time employee means an employee of the Company when:
1. the employee has completed their probationary period,
 2. the employee makes them self available to the Company for full-time employment.
- b) A part-time employee will mean an employee who is not used for the purpose of depriving full-time employees of their regular hours of work on their regular shifts, but can be used for peak periods of work providing all full-time employees have their full regular hours on that particular shift, except on assigned rest days. Part-time employees are not entitled to any benefits, other than those required by law.

Part-time employees working more than thirty-two (32) regular hours per week, on average, for any twelve (12) consecutive week period shall become full-time.

The Company must create all available eight (8) hour shifts and forty (40) hour work weeks and allocate them according to seniority prior to instituting shifts and work weeks of lesser hours.

Part-time employees who work shifts made available by vacation, medical or leave of absence vacancies will not have these hours included in the calculation. It is understood that the junior part-time employee will be the one replacing these hours. All full-time positions created under this Article shall be posted and filled as per Article 3 - Seniority. When a full-time position is created under this Article the resulting posted position shall mirror the work performed which built the full-time position. Eg. The full-time position was built:

- during the night shift on the dock,
- during the day shift on a driving job, or
- during any mix of the two.

- c) A lead hand will mean an employee who performs lead hand type of work function exercising control and direction of the work over other employee(s). Position may include relief dispatch duties as directed by the Company. The lead hand does not have the right to hire or fire, or issue disciplinary written reprimands or suspensions. The computer and relief dispatch duties are not to be required qualifications, but are duties to be acquired.
- d) The probationary period will mean the first seventy (70) working days (each working day or portion thereof) for each new hire. Following the seventy (70) working days the employee will have passed their probation and their seniority will be dated retroactive to the first day of the employee's probation period. The employee will then have their name listed on either the full-time terminal seniority list, part-time terminal seniority list or shop terminal seniority list depending upon the employees' status and terminal at the time of hire.

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. Properly qualified officers and committee persons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by the Agreement.
- 1.02 In the handling of material or equipment, the Company shall give first preference of hiring to CAW members. The Company shall request the local Union hall (where available) to refer members for employment. In the event a referred member is not accepted by the Company for employment the Union shall be advised and reasons given for refusal, whereupon another member will be referred by the Union.
- 1.03 The Company agrees it will not use any leasing equipment for the purpose of evading this Agreement.
- 1.04 It is understood that this section does not curtail the leasing out of equipment, provided competent employees are available and all suitable equipment must be in use before additional equipment can be leased or hired.
- 1.05 All storing and handling of merchandise or other goods and material shall be carried on by Company employees, members of the Union in the categories covered in this Collective Agreement where such work is under the control of the Company.
- It is agreed whenever possible, mechanical repair work and maintenance to Company equipment will be performed by Union members when such work is done on Company property, at terminals where maintenance is performed on a regular basis. Any variance to the above shall only be done as agreed in writing by the representatives of the Union and the proper officer of the Company.
- 1.06 Wherever possible and where such work is under the control or direction of the Company, all equipment shall be loaded and unloaded by Union members coming within the scope of this Collective Agreement.
- 1.07 Leased operators and swampers will not be used for the purpose of depriving full-time employees of their full-time hours of work on their regular shifts. Where practical first preference of this work, including overtime, to be offered to Company drivers ahead of leased operators or contractors.
- 1.08 Any reduction in current city-employee driven tractors can only occur after eliminating all city-leased tractors in this city. The Company agrees that it will not hire any more body job lease P & D operators without first putting on another Company body job for every body job P & D driver hired after the signing of this Agreement.

- 1.09 Any reduction in the current one Edmonton and one Winnipeg city-employee driven straight body job P & D trucks can only occur after first eliminating city lease driven straight body job P & D trucks.
- 1.10 Where the Company finds it necessary to commence pickup and delivery service from the terminal ahead of normal starting time, the Company driver will be offered this assignment ahead of the Company leased operation.
- 1.11 Management will not drive Company trucks or tractors on revenue trips except in case of emergency. However, management will have the right to operate Company equipment within the city limits of their home domiciles, on non-revenue related trips. Any person operating Company equipment must have a valid operators' license for the type of equipment being operated.
- 1.12 The Company shall not contract out any work presently performed by the full-time employees of the Company except in emergency situations as locally arranged with the shop steward.
- 1.13 The Company agrees to negotiate on rates and rules promptly, should Company drivers commence highway work.
- 1.14 No employee will be used to work outside their own seniority group if this deprives another qualified employee of work.

** Article 1.04 & 1.07 applicable only in the event of a lay off at a terminal location.

ARTICLE 2 – UNION MEMBERSHIP

- 2.01 It is hereby mutually agreed that all employees affected by this Agreement who are as present not members of the Union shall, as a condition of employment, become and remain members of the Union within fourteen (14) calendar days after the adoption of this Agreement. All new employees hired after the adoption of this Agreement shall, within fourteen (14) calendar days become and remain members of the Union. The employment of any employee who fails to become or remain a member of the Union as above provided shall be forthwith terminated by the Company. New employees shall complete a Union membership application card at time of first employment and same shall be promptly turned over to the shop steward.
- 2.02 The Company agrees to check off initiation fees and dues in accordance with the provision of the Federal Labour Relations Act. Deductions so made will be forwarded by the 30th of the following month for which dues have been deducted to the secretary-treasurer of the Union or such person as that official may designate.
- 2.03 The Company agrees to deduct union dues as instructed by the Secretary-Treasurer of the Union/Local.

- 2.04 Union dues and/or initiation fees will be deducted from new employees in the first calendar month as instructed by the secretary-treasurer of the Union/Local.
- 2.05 The Company shall furnish the Union with a list of new employees taken into employment by the Company within fourteen (14) calendar days of their being hired. The shop steward will be provided with a copy of the new hires alteration form within seven (7) calendar days of hiring a new employee. Such form will show the employees status and rate of pay.

The Company agrees they have an obligation to the Union to introduce new employees to the Union. This should be prior to the new employee starting work. The Company undertakes to do this. However, except at the sole discretion of the Company, such introduction and the opportunity for the shop steward to acquaint the new employee with their rights and obligations will be done during off duty hours.

The Union shall be given fifteen (15) minutes paid regular time at the Company's discretion with each new employee within the first three (3) calendar days exclusive of Saturday, Sunday and Statutory Holiday, that the employee is first hired (or another time as mutually agreed upon) so as to familiarize that employee with the Collective Agreement and the Local Union.

- 2.06 Authorized agents of the Union will be granted access to the Company's premises during working hours for the purpose of investigating conditions related to the Union Agreement. The representative will request permission from the Company in advance.
- 2.07 The Company shall be required to post the seniority list of employees covered under the Collective Agreement in a place accessible to the employees concerned. The seniority list will show the employee's current classification and their seniority date. A copy of the list will be sent electronically to the Union office.
- 2.08 The seniority list shall be issued every three (3) months and shall be subject to approval by the Union committee.
- 2.09 The Company will provide a bulletin board for the posting of this Agreement and for such notices as the Union from time to time wishes to post. The said notices are to be posted by an elected Shop Steward.

ARTICLE 3 – SENIORITY

- 3.01 There will be at each terminal a separate posted seniority list for all full-time employees, shop employees (where applicable) and part-time employees. Employees will be offered available work in accordance with their seniority and qualifications, in accordance with definition (b) of this Agreement.

Upon completion of the probationary period as outlined in Definitions (d) employees' hired as a full-time employee shall have their seniority date established retroactive to the

first date of employment as a full-time employee. The employees' name and seniority date as the first date of employment as a full-time employee will be listed on the full-time terminal seniority list. Full-time shop employees will have their name listed on the full-time shop terminal seniority list.

Upon completion of the probationary period as outlined in Definitions (d) Employees' hired as a part-time employee shall have their seniority date established retroactive to the first date of employment as a part-time employee. The employees' name and part-time seniority date as the first date of employment as a part-time employee will be listed on the part-time terminal seniority list.

Part-time employees, if qualified, will have first opportunity to accept any vacancies in full-time positions. When a part time employee accepts a full-time position they will be assigned a full-time seniority date listing their first day of work as a full-time employee. At that time their name will be placed on the full-time terminal seniority list listing their first day of work as a full-time employee and their name will be deleted from the part-time seniority list. The full-time seniority date assigned will be used to determine wages, benefits and vacation entitlement.

On termination or acceptance of severance pay all seniority is lost. On return from layoff an employee retains all previous and improved rights provided in this Collective Agreement.

- 3.02 Promotions or reductions of staff shall be governed by seniority providing in all cases ability is equal.
- 3.03 Separate seniority groups shall apply at each Company terminal i.e. Vancouver, Edmonton, Calgary, Saskatoon, Regina and Winnipeg. In addition there will be a separate seniority list for the Calgary shop employees and a separate seniority list for Edmonton shop employees.
- 3.04 Any adjustments of an employee's seniority date shall only be undertaken by mutual agreement between the Company and the Union.
- 3.05 All new positions, all positions with changed starting times, and permanent vacancies covered under this Agreement will be posted within seven (7) calendar days exclusive of Saturday, Sunday and Statutory Holiday. Once a vacancy is available at the terminal this posting will be for a period of five (5) calendar days, exclusive of Saturday, Sunday and Statutory Holiday. The Company has the right to fill the position pending the award.

Employees applying for positions will do so in writing, in duplicate, and the supervisor will return to the employee the duplicate copy with their signature affixed as proof of having received the application. The Shop Steward will be advised the results of all postings. Temporary vacancies of up to forty-five (45) calendar days that occur as a result of full-time employees on vacation, sickness or accident leave of absence, will be filled as locally arranged between the Company and the Shop Steward.

Temporary vacancies when known to be in excess of forty-five (45) calendar days shall be posted. At terminals with less than fifteen (15) employees the Company is only required to post the initial temporary vacancy. At terminals with fifteen (15) or more employees the Company is required to post the initial temporary vacancy and one additional subsequent posting if required. Any further vacancies will be filled as locally arranged between the Company and the Shop Steward.

3.06 The Company will maintain and post a current list of all regular job assignments in each terminal showing hours, days of work and classification, and will post changes as they occur.

3.07 If a posted job is cancelled the incumbent may exercise their seniority and displace a junior employee, until all remaining positions are filled in accordance with seniority providing in all cases ability is equal.

3.08 Layoff and Recall:

The Company and the Union accept the principle of seniority in lay-offs and recalls and agree that seniority will govern.

Layoff:

After the provisions of Article 3.07 have been exhausted and in the event the Company determines that a layoff is necessary all probationary employees and part-time employees in the applicable seniority group will be the first laid off. If further layoffs are necessary, employees with the least amount of seniority shall be laid off.

When an employee is laid off for lack of work, according to seniority, they will have the right to displace the most junior employee in their seniority group within their terminal provided they have the necessary qualifications, or the employee will have the right to accept the layoff/recall provisions, or accept severance in accordance with Article 11.04.

Recall:

Any employee laid off for lack of work shall be placed on a recall list and hold recall rights for twelve (12) months.

Employees recalled to work following a layoff shall be informed by registered mail. The employee is responsible for keeping the Company informed of any changes of address or telephone numbers during their period of layoff. The Company will have the right to fill the position until the return of the laid off employee. If the employee fails to report within ten (10) working days from receipt of notice the employee will be deemed to have terminated their employment.

In the event that a laid off employee has notified the Company and the Shop Steward that the employee is away on vacation, the time to respond will be extended accordingly. (Time not to exceed the employee's vacation allotment.)

Employees on layoff who are not recalled to work before the expiry date of the recall period 12 (twelve) months shall be removed from the seniority list and will be terminated from the employment of the Company.

A copy of the layoff and recall notice will be given to the Union Steward.

ARTICLE 4 – GENERAL PROVISIONS

- 4.01 The Company shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company as required by the Workers' Compensation Board.
- 4.02 The Company agrees to keep all equipment in the best possible mechanical condition. It is hereby mutually agreed that any driver shall be entitled to refuse to drive any equipment which the driver considers to be in such condition as to endanger its safe operation and any such equipment to be repaired before being put back into service. All trucks will be supplied with heaters and adequate defrosting equipment and speedometers.

It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly, but not later than the end of their shift, trip, or tour, all safety and/or mechanical defects that they have noticed on the equipment which they have operated during that shift, trip or tour. One copy of the aforesaid report is to remain in the equipment, one copy with the employee, and one copy to the employee's supervisor.

It shall be the obligation of the Company to direct the repair, as necessary to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired. The mechanic in charge of the repairs will certify the repair request form remaining on the equipment as completed prior to the equipment being placed back into service.

Equipment held out of service shall have cardboard signs placed on it with the following words clearly marked:

“OUT OF SERVICE FOR REPAIRS”

- 4.03 The Company shall provide proper lunch room and washroom facilities. The same is to be maintained in a clean and sanitary manner.
- 4.04 It is agreed in the event of a strike among the employees of any other firm with which the Company does business, the Company will respect the refusal of its employees to handle, load, move or unload any goods that have crossed a legal picket line as long as said goods have not left the picketed premises or plant prior to pickets going up. It is agreed that should the Company unavoidably be caught holding goods under these circumstances,

that the goods may be stored in the Company warehouse, or premises, and in the case of perishables, the Company may dispose of the perishables by completing delivery if necessary.

- 4.05 Whenever it becomes necessary for an employee to undertake tests for normal renewal of licenses or tickets, the employer shall, upon request, provide appropriate equipment (if available) for this purpose. Time taken off for such purpose shall be paid for the first test only on each occasion and should the employee not pass the first test the Company will only be required to provide appropriate equipment (if available) for any repeat tests required. Equipment to mean Company-owned equipment. The Company will reimburse the employee for the cost of the medical examination required for the renewal of a Class 1 licence to a maximum of one hundred dollars (\$100.00).
- 4.06 It shall not be considered a violation of their employment that a Company employee shall refuse to cross a picket line at a Company customer location. Such circumstances shall be discussed as quickly as possible between the Union and the Company, as to the legality of the picket line.
- 4.07 The Company will provide two (2) sets of suitable rain gear (long coat with cape) at all terminals for use when required. The Company will provide employees who work in freezers, frozen trailers or shop or shunt employees who work outside in the winter, suitable winter gear.
- 4.08 Where the Company requires an employee to wear a uniform, the Company will assume one hundred percent (100%) of the cost of the uniform.
- 4.09 All employees affected by this agreement will wear CSA approved protective footwear upon hire. After completion of three (3) months service the Company agrees effective January 1st, 2013, and every twenty-four (24) months thereafter, to reimburse all Drivers and Dock personnel the cost of the footwear to a maximum of two hundred dollars (\$200.00) once every twenty-four (24) months upon presentation of receipt. Such allowance may be used to purchase one (1) or two (2) pairs of safety boots per twenty-four month period. Regardless, the maximum safety boot allowance will be \$200.00 per twenty-four (24) month period for Drivers and Dock personnel. Also effective January 1st, 2013, Maintenance personnel will be reimbursed the cost of the footwear to a maximum of two hundred and fifty dollars (\$250.00) every twenty-four (24) months. Employees resigning employment prior to having twelve (12) months service with the Company shall reimburse the Company the full amount of the footwear allowance.
- All employees seeking reimbursement for footwear purchased must do so within sixty (60) calendar days of the receipt otherwise no reimbursement will be provided.
- 4.10 Good quality new work gloves to be issued in April, August and December of each year. The Shop Steward will be responsible to request on each occasion that the work gloves be supplied.

- 4.11 Spare coveralls will be banked and available to shop, yard and shunt employees where needed.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.01 The employees shall elect or appoint stewards and shall notify the Company in writing of such an election.
- 5.02 The Company shall recognize shop stewards and shall not discriminate against them for lawful Union activity. The Company will notify the Union within forty-eight (48) hours prior to the dismissal of a shop steward. The Company shall give reasons in writing.
- 5.03 A reprimand must be issued within fourteen (14) calendar days of the time that the incident giving rise to the reprimand comes to the attention of the Company. This time limitation may be extended by mutual agreement between the Company and the Union.

A reprimand shall be removed from an employee's record one (1) year after it has been issued. As proof of knowledge of their personal record, an employee must sign for any reprimands. Signature not to be interpreted as agreement on discipline assessed. A copy of the reprimand will be given to the employee and a copy will be given to the Shop Steward.

In the case of reprimands that are the result of investigated serious preventable accidents, a reprimand will be removed from the employee's record two (2) years after it has been issued. As proof of knowledge of their personal record, an employee must sign for any reprimands. Signature not to be interpreted as agreement on discipline assessed. A copy of the reprimand will be given to the employee and a copy will be given to the Shop Steward.

A serious preventable accident is: single vehicle accident, side swipe, rollover, road departure, jack knife, rear-ender, head on, railway, pedestrian/cyclist, backing up, hitting a stationary object.

The Company agrees that all the accidents listed above will be investigated by the Company to determine if they are serious preventable accidents. Any discipline to a driver as a result of the above investigation will be subject to the grievance and arbitration procedure of the Collective Agreement.

- 5.04 Should any difference arise between the Company and any employee concerning the interpretation, application, operation or violation of this Agreement, the parties to this Agreement shall settle the matter as hereinafter provided. No disciplinary action will be taken against an employee without prior investigation with the Shop Steward and/or grievance committee.

- 5.05 **Step 1** - The person involved with the shop steward or designate, within fourteen (14) calendar days of the incident giving rise to the complaint, shall take the matter up with their immediate supervisor and endeavour to settle the difference.

In the event a submitted grievance similarly affects other employees, the results of that grievance will apply to all similarly affected employees without necessity of additional grievances.

- 5.06 **Step 2** - If the question is not satisfactorily settled within seven (7) calendar days under the provisions of Article 5.05 above, then the Union will take the question up with management. The grievance shall be reduced to writing at this stage, if necessary. The management will render a decision within seven (7) calendar days, in writing.
- 5.07 In the event of a disagreement after compliance with the aforementioned articles, the grievance shall be reduced to writing and referred to a single arbitrator. The parties shall have five (5) working days to agree on a single arbitrator; failing such agreement, either party may request the Minister of Labour to appoint such arbitrator.
- 5.08 The decision of the arbitrator shall be final and binding.
- 5.09 Expenses and compensation of the arbitrator shall be divided equally between the parties.
- 5.10 The arbitrator shall establish their own rules of procedure which must not, however, deny the right of hearing to the parties involved in the dispute.
- 5.11 There shall be no stoppage of work while such differences are being settled.
- 5.12 Time limits of the grievance procedure may be extended by mutual agreement.
- 5.13 As far as practicable all grievances will be dealt with during regular working hours without loss of earnings.

No employee (except an employee during their probationary period) shall be suspended or dismissed without first having a fair and impartial hearing by their supervising officer with the Union in attendance. The Union and the employee shall both receive forty-eight (48) hours notice of the hearing and reasons therefore. The Union shall be provided with a copy of the employee's personnel file at the time notice of the hearing is given. In certain cases where the Company believes that public safety is a concern or in cases of allegedly mishandled Company funds or goods, or in acts of gross insubordination or aggressive insolent behavior, an employee may be held out of service prior to a decision from the fair and impartial hearing. The Company agrees that in cases where employees are found culpable, time held out of service shall count towards all or part of a suspension, if a suspension is justified. If at the completion of the hearing it is still the Company's intention to suspend or terminate the employee, the Union may bypass Step 1 and file a grievance at Step 2.

5.14 A company or policy grievance shall be submitted at Step 2 of the grievance procedure.

ARTICLE 6 – STATUTORY HOLIDAYS

6.01 All full-time employees who have completed thirty (30) calendar days of employment shall be entitled to the following eleven (11) Statutory Holidays:

New Years Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	Christmas Day
Labour Day	Family Day (BC, AB, SK) - Louis Riel Day (MB)
Civic	

and any other day declared a general holiday by a federal or provincial government. (Provincial government-declared holidays are only to be applicable to terminals in the Province.)

The **Civic** Holiday will be the first Monday in August, subject to the Company's choice of assigning another day in August and that day would be either the first or fifth day of the employee's work week in the month of August. Should this not be possible due to the employee being on vacation, the additional holiday will be assigned at a later date mutually agreed upon.

6.02 If the Statutory Holiday falls on the regularly assigned day off of the employee, the employee will be paid at the rate of triple time for all hours worked, subject to minimum call-in requirements.

6.03 Statutory Holidays not worked shall be paid as follows:

1. Hourly-rated employees who have completed their probationary period will receive their normal days' pay (including all rate differentials).
2. No employee will be paid for a Statutory Holiday if the employee is in receipt of Workers' Compensation, or the Company group insurance plan for that day.
3. Employees absent by reason of leave of absence, discharge, quit or suspension shall not be paid for the statutory holiday.
4. If an employee who has been laid off temporarily is returned to work within thirty (30) calendar days after the holiday, the employee shall be entitled to be paid for the holiday.
5. Ten (10) hour shift assignments will be paid ten (10) hours Statutory Holiday pay.

- 6.04 Any one of the above Statutory Holidays may be exchanged for a provincial or civic holiday if mutually agreed to.
- 6.05 When any of the Statutory Holidays fall on a Saturday or Sunday, upon giving thirty (30) calendar days' notice to the employees, the Company can choose if the day off will be the Friday before or the Monday after.

The required number of employees for the Friday or Monday will be selected in order of seniority.

When a Statutory Holiday falls within an employee's scheduled vacation, fourteen (14) calendar days prior to said vacation the employee will select a day off in lieu of the Statutory Holiday other than the Monday following the vacation. However, if the Company and the employee mutually agree, the employee can then take the Monday mentioned above. The employee may also choose at their sole discretion to accept full payment for such day and forego any further day in lieu.

- 6.06 Part time employees will receive statutory holiday pay in accordance with the Canada Labour Code.

ARTICLE 7 – ROOM AND BOARD RATES

- 7.01 Employees who are out of town on Company business shall be paid room and board at the following rates:
1. the reasonable cost of hotel upon presentation of receipt.
 2. the reasonable cost of meals upon presentation of receipt.

ARTICLE 8 – OVERTIME

- 8.01 All overtime worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at time and one-half (1 ½) based on the rate of straight time applicable at the time the overtime is incurred, and shall be paid at the end of the pay period. Time worked in excess of ten (10) hours on any day will be paid at double (2x's) the hourly rate.

Employees who work a ten (10) hour day will be paid time and one-half (1 ½) after ten (10) hours of work, and double (2x's) time after twelve (12) hours of work.

- 8.02 i) Any hourly-rated employee reporting for duty on a call or call back basis inconsistent with their regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours pay, but after completion of the duty the employee was called out for, the employee may book off with a minimum of two (2) hours pay.

- ii) For up to the first eight (8) hours worked on a full-time employee's assigned day(s) off, or Statutory Holiday a full-time employee will be paid double (2x's) their hourly rate of wages. The rate to be paid for the ninth (9th) and tenth (10th) hours on these days shall be two and one-half (2 ½) times the regular rate. The rate to be paid for all hours beyond the tenth (10th) hour shall be three (3) times the regular rate.
- iii) In addition to (ii) above, a full-time employee who works on a Statutory Holiday, which would otherwise be their normal working day, shall receive eight (8) hours pay at their hourly rate, for the holiday.

EXAMPLE:

A full-time employee who works on a Statutory Holiday for ten (10) hours will be paid:

- 8 hours for the Statutory Holiday
- 8 hours at double time
- 2 hours at double time and one-half
- This totals 29 straight time hours.

- iv) A full-time employee whose starting time is advanced on a temporary basis will have the opportunity of receiving overtime for the time the employee is advanced in addition to their regular eight (8) hour shift. However, prior to selecting to work the advanced start time, the employee and the Company can mutually agree to end the shift at a predetermined time.
 - v) A full-time employee who works on a Statutory Holiday which falls on their regular working day may choose to take an alternate day off in lieu of the Statutory Holiday.
- 8.03 Except in case of emergency or where it is unavoidable an employee shall not work weekly overtime until all employees in their job classification have worked their full quota of regular hours.
- 8.04 Overtime shall be offered in order of seniority and assigned in reverse order of seniority. However in the application of the above the Company will apply these provisions in a reasonable fashion and will only force overtime when absolutely necessary. Maximum overtime provisions provided for in the Labour Standards Code (Canada) will be recognized by both parties.
- 8.05 Where an employee earns premium pay (as per Article 13) when working at their straight time hourly rate, the employee will receive overtime based on the combined total of the regular and the premium rate.

- (i.e.: Overtime = Straight time + premium pay x 1 ½)
- (i.e.: Double time = Straight time + premium pay x 2)

8.06 Part-time employees will receive overtime in accordance with the Canada Labour Code.

ARTICLE 9 – HEALTH AND WELFARE AND BEREAVEMENT PAY

9.01 The following health and welfare benefits will be provided to each full-time employee following completion of three (3) months service with the Company, except that the dental plan will be provided to each full-time employee following completion of eight (8) months of service.

Employees with less than five (5) years of full-time seniority will cost share the premiums as follows:

sixty percent (60%) employer, forty percent (40%) employee.

The Company will pay one hundred percent (100%) of the costs of the health and welfare benefit premiums, with the exception of weekly indemnity, for full-time employees that have five (5) years or more full-time seniority. Employees will pay one hundred percent (100%) of the cost of the weekly indemnity premiums.

- i) Medical Coverage as provided by M.S.A. or equivalent.
- ii) Group Insurance in the amount of \$55,000.00 effective January 1st, 2010.

In the application of the benefits provided under the terms of the Group Life Insurance, the employee shall be subject to the terms, conditions, and regulations of the Company providing these benefits.

- iii) Effective January 1, 2006 weekly income insurance rates to be fifty-five percent (55%) of weekly earnings, up to a maximum of \$450.00, to a maximum coverage of fifty-two (52) weeks.

Effective January 1, 2014, weekly income benefit to be seventy-five percent (75%) of weekly earnings, up to a maximum weekly benefit of \$600.00. The maximum benefit period is fifty-two (52) weeks.

As of January 1st, 2014 each employee through a payroll deduction will pay for 50% of the cost of the weekly income insurance premiums, notwithstanding Article 9.01.

As of October 31st, 2017 the Company shall pay for the full cost of the weekly income insurance premiums.

Laid-off employees not eligible to claim for weekly income insurance benefits effective from date of layoff.

Each employee through a payroll deduction will pay for the full cost of the weekly income insurance, notwithstanding Article 9.01.

iv) AD&D Insurance to a maximum of \$50,000.00 effective Jan 1, 2009
Effective January 1, 2010 the \$50,000.00 will increase to \$55,000.00.

v) Effective January 1st, 2014:

All group insurance coverage ceases at retirement or upon termination of employment. Basic Life coverage would be reduced to fifty percent (50%) on the Basic Life benefit at age sixty five (65). Termination of Basic Life coverage would be earlier, at age seventy (70) or retirement or termination of employment. Weekly Indemnity (short-term disability) would terminate at age seventy (70). All other benefits shall continue on in full force and effect until retirement or termination of employment.

Vision Care: effective January 1, 2014 the Vision Plan will be a non-deductible plan which reimburses the employee and eligible dependents **with a** reimbursement level of one hundred percent (100%) up to a maximum of three hundred dollars (\$300.00) per twenty-four (24) months. Plan will cover the cost of eye examinations.

vi) Paramedical Practitioners: the plan covers paramedical practitioners to a maximum of two hundred dollars (\$200.00) per calendar year with a maximum of fifteen dollars (\$15.00) per visit per practitioner. (Refer to the benefit book for a list of covered practitioners.)

Effective January 1, 2006 the maximums will increase to three hundred dollars (\$300.00) per calendar year with a maximum of fifty dollars (\$50.00) per visit per practitioner.

viii) Hearing Aid coverage will be increased to five hundred dollars (\$500.00).

Substance Abuse:

x) Substance Abuse: Substance abuse is recognized to be a serious medical and social problem that can affect all Employees as well as the operation. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees toward rehabilitation. The Company will continue to provide a comprehensive approach in dealing with substance abuse and its related problems, including access to an EAP program.

9.02 The Dental Plan currently in effect to be continued. Specific details provided in the group insurance booklet available from the Company.

- i.e.- crowns and orthodontics coverage have a reimbursement level of seventy-five percent (75%). Effective January 1, 2014 orthodontics coverage will increase to two thousand dollars (\$2000.00) lifetime.
- i.e.- dental deductible is twenty-five dollars (\$25.00) for single employees and fifty dollars (\$50.00) for married employees, per plan year. Effective January 1, 2004 the dental deductible is twenty-five dollars (\$25.00) for single and family coverage, per plan year.
- i.e.- pre-authorization for dental costs over three hundred dollars (\$300.00) is a recognized requirement.
- i.e.- no new dental work will be paid for that commences after date of layoff unless pre-authorized by a visit to the dentist prior to layoff.

9.03 When an employee is absent from work due to illness or non-workers' compensation injury, the Company will assume the same financial responsibility for the cost of continuing all benefits for up to twelve (12) weeks, as if the employee were at work.

When an employee is absent on workers' compensation claim, the above will apply for the length of the workers' compensation claim, as long as the medical reports indicate the employee is likely to return to employment with the Company.

The Company may request a medical certificate to account for the cost.

9.04 When an employee having not less than one (1) years' service with the Company is laid off, the Company shall continue its payments for such employee for a period of one (1) month.

9.05 The Company agrees to pay full-time employees one half (1/2) day per month accumulative sick leave to a total of six (6) days to be used for sickness only. The Company shall be entitled to require satisfactory verification of illness, in line with Company policy before an employee is allowed to claim sick leave. However, when an employee has not had a single sick day or a period of consecutive sick days in six (6) consecutive months, the employee will not be required to provide verification of illness. In addition, once per contract year, any employee with two (2) or more years of Company service who has used up their cumulative sick pay, and is again ill, will receive pay for the first three (3) days of illness at the rate of one seventh (1/7th) of the weekly indemnity rate per day, providing their illness is such that the employee qualifies for weekly indemnity payments. The Union shall cooperate with the Company in this regard and shall report all abuses of the sick leave plan to the Company.

- i) It is understood that the above is intended to pay only in instances of genuine proven illness and under no circumstances is it to be used to have a day off for personal business, or for illnesses related to the use of liquor.

ii) It is understood that no employee will receive sick pay if the employee is entitled to claim the Company weekly indemnity or group insurance, or if the employee is on workers' compensation.

iii) All full-time employees will be allowed the following sick leave in accordance with the above rules.

1 st year of service as a full-time employee	Nil
2 nd year of service as a full-time employee	Maximum 2 days
3 rd year of service as a full-time employee	Maximum 5 days
4 th year of service as a full-time employee	Maximum 6 days

While sick days are paid out based on eight (8) or ten (10) hour days, the yearly cap is the number of entitled days x 8 hours i.e. 6 days x 8 hours = 48 hours maximum yearly allowable sick pay.

iv) All unused sick days will be paid out at one hundred percent (100%) of their value (base pay rate). The unused days will be paid out no later than December 15th of each year to an account of the employee's choice. The cutoff will be October 31st of each year.

ARTICLE 10 – VACATIONS

10.01 Each employee affected by this Agreement will be allowed two (2) weeks annual vacation and paid at four (4%) percent of their previous calendar years' earnings.

10.02 Each employee who has completed three (3) years of full-time service shall receive three (3) weeks annual vacation and paid at six (6%) percent of their previous calendar years' earnings.

10.03 Each employee who has completed eight (8) years of full-time service shall receive four (4) weeks annual vacation and paid at eight (8%) percent of their previous calendar years' earnings.

10.04 Each employee who has completed fourteen (14) years of full-time service shall receive five (5) weeks annual vacation and paid at ten (10%) percent of their previous calendar years' earnings.

10.05 Each employee who has completed twenty (20) years of full-time service shall receive six (6) weeks annual vacation and paid at twelve (12%) percent of their previous calendar years' earnings.

10.06 Employees shall be granted vacation in accordance with their seniority by branch or terminal. It is understood that not more than twenty-five (25%) percent, and not less than one (1) employee in the same classification will be allowed vacation at the same time (providing there are sufficient applications).

Note: The calculation will be the whole number less the decimal. If twenty five percent (25%) = 2.7 then only two (2) employees in the same classification would be allowed vacation at the same time.

Providing there are other employees in the same terminal desirous of vacation during the prime season, no employee shall be allowed more than four (4) weeks vacation from June 15th to September 15th.

Each employee to give not less than thirty (30) calendar days notice for their choice of vacation time January 1st to December 31st. Employees desiring vacation from July 1st to August 31st must book their vacation no later than May 1st. All other vacation time must be booked by September 30th or the Company may assign vacation time.

Employees shall have the right to commence their vacation on the day of their own choosing. Vacations will be taken in the same increments as their normal work week; however, the Company will not unreasonably deny the occasional day taken for personal reasons.

- 10.07 Any employee leaving the service of the Company will be paid annual vacation at the applicable rate to the employee's date of termination.
- 10.08 Any employee who works one thousand six hundred and fifty (1650) hours or more in the calendar year immediately prior to their annual vacation will be paid two percent (2%) of their previous calendar years earnings for each week of vacation entitlement, or forty (40) hours at the employee's current hourly rate for each week of vacation entitlement, whichever is greater. This Article will not apply to any employee who has not completed one (1) year of service with the Company.
- 10.09 Employees will receive vacation pay as a continuation of their regular direct deposit as if at work at the time only for the number of weeks of vacation taken.
- 10.10 Part time employees are entitled to vacation benefits as outlined by the Canada Labour Code.

ARTICLE 11 – HOURS OF WORK AND GUARANTEES OF WORK

- 11.01 The senior seventy-five (75%) percent of the full-time employees at each terminal covered under this Agreement shall be guaranteed either an eight (8) consecutive hour day and forty (40) hour work week or a ten (10) consecutive hour day and forty (40) hour work week with a minimum of two (2) consecutive days off.

All employees not guaranteed eight (8) hours per day when called to work shall be guaranteed a minimum of four (4) hours pay when called to work.

- 11.02 The lunch period shall be for a period of one half (1/2) hour and shall not commence later than the fifth (5th) hour of assignment, unless otherwise mutually arranged with the local committee.

Coffee breaks of fifteen (15) minutes near the mid-point of each four (4) hours of an assignment will be allowed. Employees working ten (10) hour shifts shall be allowed an extra fifteen (15) minute coffee break which shall be taken at the Company's discretion between the seventh (7th) and tenth (10th) hours.

Employees who are authorized to work directly through their lunch break shall be permitted to leave work one half (1/2) hour earlier than their normal schedule without a deduction in pay.

- 11.03 The Company shall notify each non-posted employee, while at work, on the previous day, of their work assignment the following day. Should this not be possible the employee will be notified at home by phone and given as much advance notice as possible in which to report for work.

Except in an emergency or as otherwise arranged between the Company and the Union, the senior seventy-five percent (75%) of the employees at any terminal will receive a minimum of fourteen (14) calendar days' notice prior to change of shift, except where layoff is involved. Except as may be otherwise locally arranged between the Company and the Union, the shift may not again be changed for a minimum of one hundred and eighty (180) calendar days.

- 11.04 All full-time employees covered under this Collective Agreement shall be entitled to four (4) weeks severance pay provided the employee has completed four (4) years of continuous employment relationship with the Company and one (1) additional week's severance pay for every two (2) years service thereafter, should their employment become terminated as a result of a general staff reduction. Part-time employees will receive severance pay in accordance with the Canada Labour Code.

On termination eligible employees will be paid all wages and vacation owing. Thirty (30) calendar days after termination, the employee will be paid one-third (1/3) of their severance pay.

Sixty (60) calendar days after termination, the employee will be paid one-third (1/3) of their severance pay.

Ninety (90) calendar days after termination, the employee will be paid one-third (1/3) of their severance pay.

The eligible employee may elect to have part or all of the above monies placed into an RRSP of their choice. The employee may elect to have all or part of their severance pay paid in the following calendar year. All of the above subject to Revenue Canada Tax Rules.

- 11.05 All employees covered by this Agreement shall be paid for all time spent in service of the Company. Rates of pay provided for by this Agreement shall be minimums.

All time shall be computed from the assigned starting time of the employee, or the time the employee registers in, whichever is later, until the employee is effectively released from duty, and the employee will be paid to the nearest one quarter (1/4) hour.

- 11.06 All employees covered by this Agreement shall clock-in and clock-out daily using their swipe card in order that all time spent in the service of the Company is recorded.

Time clocks and cards are to be easily accessible to employees.

The Company agrees upon request to make available to the shop steward(s) the swipe card printouts for the full list of employees. Individual employees can request their personal printout once every seven (7) day period upon giving forty-eight (48) hours notice.

- 11.07 Full-time employees shall be retained on a year-round basis unless they resign or are dismissed for cause.

ARTICLE 12 – PAYCHEQUE PROVISIONS

- 12.01 Pay day will be every second (2nd) Thursday, not later than noon. Cut-off date will be the previous Sunday, eleven (11) calendar days prior. Should pay day fall on a Statutory Holiday, pay day will be on the previous day.

- 12.02 Upon request any error in any amount of eight (8) hours or more to be paid not later than Wednesday after pay day.

The Company will provide with pay cheques an itemized account of all earnings and deductions.

- 12.03 Providing a minimum of twenty (20) Company employees signify a desire to purchase Canada Savings Bonds through payroll deduction, the Company will so arrange.

- 12.04 Regular earning cheque to provide a running total of earnings, year to date, and a running total of major deductions year to date.

- 12.05 Where the employee gives not less than thirty (30) calendar days notice prior to going on vacation, the employee may request an advance which will be ready on the last pay day prior to going on vacation.

- 12.06 When an employee requests they shall receive their vacation pay by direct deposit.

ARTICLE 13 – PREMIUM PAY

- 13.01 Employees commencing work between the hours of 12:59 pm and 6:59 am will receive a shift differential of eighty-five (85) cents per hour, in addition to the applicable hourly rate.
- 13.02 Any employee assigned to a higher classification for two (2) or more hours on any shift, will be paid the higher rate for the full shift.
- 13.03 Any employee assigned to lead hand duties will be paid one dollar (\$1.00) per hour, over and above their regular rate of pay. A lead hand that is required to have a Tractor Driver's license will be paid the Tractor Driver rate plus the lead hand rate, otherwise they will be paid the warehouseman's rate plus the lead hand rate.
- 13.04 An employee required to serve on Jury Duty or be a court witness would receive full payment of normal wages from the Company less any amount earned as payment for jury duty or court witness.
- 13.05 An employee used to road test or otherwise evaluate drivers being hired by the Company, will be paid at the lead hand rate for any day that the employee is required to perform this function.
- 13.06 No revenue trips to be performed while road testing an applicant for employment.
- 13.07 Premium pay of one dollar and fifty cents (\$1.50) per hour for the entire shift shall be paid to those employees working on the mobile maintenance trucks when they work more than four (4) hours per shift during the period October 1st to March 31st.
- 13.08 Employees required to take government or Company courses, e.g. dangerous goods, outside their normal working hours will be granted equivalent time off with pay (all at one time) within (30) calendar days of taking the course.

ARTICLE 14 – MANAGEMENT'S RIGHTS

- 14.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall be reasonable in nature and not be inconsistent with this Agreement or any Memorandum of Agreement.

The Company shall always have the right to hire and to discipline, to demote or discharge employees for proper, just and reasonable cause. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals operations, properties or any of its parts thereof.

The Union recognizes the right of management to perform the duties of Union personnel in the event of a genuine emergency. In the event that all employees have refused the offer of work and for purposes of demonstrating proper method to probationary employees.

The application of this Management's Rights Article shall not be inconsistent with any other terms of this Agreement, or Memorandum of Agreement.

Changes in management will be posted by the Company at the terminal(s) affected.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.01 All employees desiring leave of absence for reasons other than injury, for longer than forty-eight (48) hours or two (2) days, must obtain permission in writing, from the Company in order to maintain their seniority rights and any employee not complying with this Article shall forfeit their seniority rights.

For leaves of absence of more than thirty (30) calendar days the employee may maintain their benefits at the employee's expense, provided prior arrangements are made for payment of such benefits, or as mutually agreed.

Any long term leave of absence over ninety (90) calendar days must be mutually agreed upon between the Company and the Union.

- 15.02 Employees shall be granted leave of absence without pay to attend Union meetings, Union conventions and Union schools or training seminars, provided the loss of employees in any particular instance does not affect the operation and/or the normal business of the Company. The Company will not unreasonably refuse such requests.

There will be no restriction placed on a request for a maximum of two (2) employees per terminal requesting leave of absence to attend Union meetings and conventions, except that in terminals with less than eight (8) employees, a maximum of one (1) employee will be allowed away at any one time. The Company will not unreasonably refuse requests for leave of absence for additional employees.

- 15.03 Employees engaged by the Union, local labour councils, provincial Federation of Labour, or Canadian Labour Congress, on a full-time basis, will be granted leave of absence as required by the employee without loss of seniority. However, the employee's holidays will be calculated on the actual time that the employee is directly employed by the Company. The employee may maintain their benefits at the employee's expense, provided prior arrangements are made for payment of such benefits, or as mutually agreed.

15.04 Bereavement Leave:

In the event of a death in their immediate family, and upon the request of a full-time employee, the full-time employee will be paid three (3) consecutive straight time eight (8) hour days for time off work. Part-time employees will receive bereavement leave as per the Canada Labour Code.

Immediate family will be defined to include spouse (including common-law and same sex) son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, foster children, foster parents, grandparents of employee or spouse, and grandchildren.

A common-law spouse, and family are recognized as immediate family, providing the spouse is registered with the Company, at the time of bereavement.

In addition, if the employee is notified of the death while the employee is working, the employee will be excused from and paid for the balance of that working shift, and such time shall not be charged against the three (3) working days leave.

In addition to the above, employees shall be entitled to two (2) unpaid days of bereavement leave if such is requested.

15.05 Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay for the purpose of attending a funeral, providing that the granting of such time off shall be as locally arranged.

15.06 Bereavement leave provided in Article 15.04 above, does not apply to any employee on vacation except when the death occurs in the final two (2) normal working days of the employee's vacation.

15.07 An employee who is appointed by the Company to a position outside the scope of this Agreement shall continue to accumulate seniority for a period of up to three (3) months from the date of the appointment. Should the employee be released to return to the bargaining unit by the Company or at his/her own request, at or prior to the expiration of the three (3) month period, he/she shall be entitled to exercise his/her seniority into a position covered by the bargaining unit which he/she is capable of performing satisfactory. After three (3) months in an excluded position, the employee will forfeit his/her seniority and his/her name will be removed from the seniority list. The three (3) month period may be extended by a further (3) months if requested by the Company. Agreement to extend will not be unreasonably withheld by the Union. Only one three (3) month extension will be permitted.

ARTICLE 16 – PAID EDUCATION LEAVE

16.01 The Company agrees to pay into a special fund, effective January 1, 2001, and each year thereafter, one thousand dollars (\$1000.00) per quarter (1/4) for the purpose of providing

paid education leave. Such leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW-Canada and sent by the Company to the following address:

CAW Paid Education Leave Program
c/o CAW - Canada
205 Placer Court
Toronto, ON M2H 3H9

- 16.02 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

ARTICLE 17 – NO DISCRIMINATION

- 17.01 The Company and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, family status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity, or any other prohibited grounds, as stated in the Canadian Human Rights Act.
- 17.02 All employees union or non-union have the right to work in an environment free from discrimination, bullying and harassment, including sexual harassment. The Company, the Union and all employees are committed to this principle.
- 17.03 When the Company receives a harassment, discrimination, bullying or workplace violence complaint involving a bargaining unit employee, the Union will be notified immediately of the complaint and which depot the complaint originated from. The Company agrees to keep the Union informed of the progress of any investigations related to any complaint filed. Should any complaint lead to any disciplinary actions, the Company agrees to meet with the Union prior to such discipline being implemented and at such time will release all details and information related to the complaint to the Union. The Union agrees to keep these details and information confidential except as needed to represent any member involved in the complaint.

ARTICLE 18 – RETIREMENT BENEFIT PLAN

- 18.01 Effective December 31, 2008, the current plan was rolled up and the values were frozen. Payment off all crystallized/frozen funds will be expedited from the original plan as outlined below.

The accrued value will be paid to eligible employees on the following Schedule and eligibility requirements.

Eligibility Requirements:

Those employees who as of December 31st, 2013 have achieved 28 years of service and a minimum age of 50, or those employees who have achieved 5 years of service and a minimum age of 55 will be paid as follows:

December 31 st , <u>2013</u>	33.3% of accrued value
December 31 st , <u>2014</u>	33.3% of accrued value
December 31 st , <u>2015</u>	33.4% of accrued value

Those employees who qualified previous to December 31st, 2013 and have already received one payment equaling 25% of accrued value will be paid as follows:

December 31 st , <u>2013</u>	37.5% of remaining accrued value
December 31 st , <u>2014</u>	37.5% of remaining accrued value

Those employees who qualified previous to December 31st, 2013 and have already received two payments equaling 25% and 37.5% of accrued value will be paid as follows:

December 31 st , <u>2013</u>	37.5% of remaining accrued value
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Those employees who do not qualify by December 31st, 2013 will be paid as follows:

January 1 st , <u>2014</u>	33.3% of accrued value
January 1 st , <u>2015</u>	33.3% of accrued value
January 1 st , <u>2016</u>	33.4% of accrued value

Should any eligible member die before all payments are made, all outstanding values will be paid to their estate on the same payment schedule as noted above.

Employees must be actively employed at the date of payout. This will not apply however, to employees on an approved LOA.

Termination of employment for cause or self-termination will forfeit eligibility for any and all future payments. An employee who retires prior to January 1st, 2016 will still receive their payment as outlined in the schedule above which applies to them.

ARTICLE 19 – TST OVERLAND REGISTERED PENSION PLAN

19.01 Effective January 1st, 2009 the Company shall contribute to the TST Overland-Sun Life Registered Pension Plan; such plan will be administered by TST Overland Express with funds being invested with Sun Life Financial

All New Employees will be enrolled the first January after completing one (1) year of full-time service.

The plan is mandatory for all eligible members.

Contributions by the Company:

For each Employee covered by the plan, the Company shall provide matching contributions of the equivalent percentage (as outlined below) of their base earnings as defined in the Collective Agreement, then be deducted bi-weekly and remitted monthly.

January 1st, 2014: 4.5% - January 1st, 2015: 5.0% - January 1st, 2016: 6.0%

Contributions by the Employee:

Every Employee covered by the plan shall contribute the equivalent percentage (as outlined below) of their base earnings as defined in the Collective Agreement, to be deducted bi-weekly and remitted monthly.

January 1 st , <u>2014</u>	4.5%
January 1 st , <u>2015</u>	5.0%
January 1 st , <u>2016</u>	6.0%

The Voluntary Employee Contribution Plan implemented in 2012 will remain in effect. Employees may elect to contribute additional amounts to their pension over the percentage thresholds. It is the responsibility of each Employee to ensure they have sufficient room in their individual contribution limits to allow such additional contributions.

New Employees:

New employees who have completed their probationary period may contribute to the group RRSP plan without a matching Company contribution.

ARTICLE 20 – HEALTH & SAFETY

20.1 The Company agrees to establish Health and Safety Committees by the following guidelines for the purpose of correcting any unsafe practices or conditions, or equipment as quickly as possible.

20.2 Cooperation on Safety:

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment in keeping with the physiological and psychological conditions of employees and which will provide protection from risks resulting from factors adverse to employee health and safety.

20.3 Union - Employer Health and Safety Committee:

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The health and safety committee shall hold meetings monthly for jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and for improving existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

20.4 Collective Bargaining:

Should the Employer fail to implement the recommendations of the committee they shall become the subject of collective bargaining.

20.5 Health and Safety Committee Pay Provisions:

Time spent by members of the committee, in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

20.6 Health and Safety Clothing, Tools and Equipment:

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

20.7 Monitoring Equipment:

The Employer shall provide and maintain workplace monitoring equipment for detecting and recording potential and actual health and safety hazards.

20.8 Compliance with Health and Safety Legislation:

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practices to be improved upon by agreement of the Union/Employer Health and Safety Committee or negotiations with the Union.

20.9 Disclosure of Information:

The Employer shall provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be

restricted to, the chemical breakdown of trade name descriptions, relevant information on potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment, and antidotes.

20.10 Health and Safety Records, Reports and Data:

The Employer shall provide the Union with all accident reports and other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

20.11 Access to the Workplace:

Union staff or Union Health and Safety advisors or consultants shall be provided access to the workplace if required to attend Health and Safety Committee meetings, or for inspecting, investigating or monitoring the workplace.

20.12 Time Off for Health and Safety Training:

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

20.13 No Disciplinary Action:

No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the employee believes that it would be unsafe or unhealthy to the employee, an unborn child, a work mate, or the public, or where it would be contrary to the applicable federal, provincial, or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the safety and health committee and satisfactorily settled.

20.14 Proper Training:

No employee shall be required to work on any job or operate any piece of equipment until the employee has received proper training and instructions.

20.15 Union Health and Safety Committee:

In order to promote the occupational health and safety of employees, the Employer acknowledges the right of the Union to establish a health and safety committee and appoint health and safety representatives in each department. The Union shall notify the Employer in writing of the names of each representative and the department(s) they represent.

20.16 Injury Pay Provisions:

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

20.17 Transportation of Accident Victim:

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

20.18 Health and Safety Grievance:

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and steps 1, 2 and 3 of the grievance procedure may be bypassed.

20.19 The Company will, within reason, assign employees alternate work, upon proof the employee should not handle dangerous goods or chemicals.

20.20 The Company agrees to inform the Union in writing of any employee who is put on light or modified duties for a period greater than twenty-one (21) working days. The Company agrees to meet with the Union and agree in writing when a permanent accommodation is needed for any employee.

The Company further agrees to inform each Local Union in writing of any employee who goes off on Weekly Indemnity or Long Term Disability for a period greater than twenty-one (21) working days.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement shall be effective from November 1, 2013 to October 31, 2017. The Agreement shall not be cancelled by the parties concerned within the said period without the consent of the Canada Labour Relations Board.

21.02 Either party to this Agreement may, within the three (3) months immediately preceding the expiry date of this Agreement, by notice require the other party to enter into negotiations for renewal of the Collective Agreement. Where no such notice is given, this Agreement shall be deemed to continue in force until such notice is served.

Signed at Calgary, Alberta this 21st day of April, 2013.

For TST Overland Express:

(signed) Danny Kowarchuk

(signed) Bethany Comeau

For CAW-Canada, Local 4209, 114, 4050:

(signed) Todd Romanow

(signed) Don Leier

(signed) Clifford Hewitt

(signed) Willard Nichols

(signed) Doug Hersey

(signed) Howard Thomson

(signed) Stephen Binion

(signed) Gord McGrath

(signed) Bruce Fafard

APPENDIX A – Rates of Pay

These wage scales will apply to Terminals in the following provinces – per hour:

ALBERTA	November 1 st , 2013 2.5%	November 1 st , 2014 2.5%	November 1 st , 2015 2.5%	November 1 st , 2016 2.5%
Tractor Driver	23.22	23.80	24.40	25.01
Warehouseman/Straight Truck Driver	22.70	23.27	23.85	24.45
Licensed Heavy Duty Mechanic	28.20	28.91	29.63	30.37
Licensed Reefer Mechanic	27.17	27.85	28.55	29.26
Licensed Trailer/Welder	25.89	26.54	27.20	27.88
Serviceman (Shop)	23.57	24.16	24.76	25.38
Maintenance (Shop)	22.81	23.38	23.97	24.57
Labourer (Shop)	22.13	22.68	23.25	23.83

British Columbia	November 1 st , 2013 2.5%	November 1 st , 2014 2.5%	November 1 st , 2015 2.5%	November 1 st , 2016 2.5%
Tractor Driver	24.45	25.06	25.69	26.33
Warehouseman/Straight Truck Driver	23.93	24.53	25.14	25.77
Serviceman (Shop)	24.80	25.42	26.06	26.71

Saskatchewan/ Manitoba	November 1 st , 2013 2.5%	November 1 st , 2014 2.5%	November 1 st , 2015 2.5%	November 1 st , 2016 2.5%
Tractor Driver	22.78	23.35	23.93	24.53
Warehouseman/Straight Truck Driver	22.26	22.82	23.39	23.98
Licensed Heavy Duty Mechanic	27.44	28.13	28.83	29.55
Licensed Reefer Mechanic	26.41	27.07	27.75	28.44
Licensed Trailer/Welder	25.13	25.76	26.40	27.06
Serviceman (Shop)	23.11	23.69	24.28	24.89
Maintenance (Shop)	22.36	22.92	23.49	24.08
Labourer (Shop)	21.79	22.34	22.90	23.47

New Hires:

All new hires – full-time – excluding all Shop classifications:

\$1.00 per hour less – first year

full rate – second year

Part-Time:

All part-time employees - \$2.50 per hour less - no further increases.

Part-time employees transferring to a full-time employee would get their part-time service credited to a maximum of twelve (12) months toward determining their full-time rate of pay.

Full-time employees in service as at September 1, 1992 that were reduced to part-time, will receive their full-time rate of pay plus benefits.

A full-time employee who retires and does not break service for more than one hundred and eighty (180) days and agrees to be available for part-time work shall not receive less than the full-time rate of pay.

LETTERS OF UNDERSTANDINGS:

- 1) Letter of Understanding #1
Future Terminals
Review of Part-Time Positions
Equal Distribution of Hand Bomb Loads
Improving Skills and Qualifications
- 2) Letter of Understanding #2
Vacations
- 3) Letter of Understanding #3
Shop Employees
- 4) Letter of Understanding #4
Company Highway Drivers
- 5) Letter of Understanding #5
Tool Proposal Agreement
- 6) Letter of Understanding #6
Leased Operators
- 7) Letter of Understanding #7
Extra Hours
- 8) Letter of Understanding #8
Class 1 Driver Positions
- 9) Letter of Understanding #9
Use of Agency Employees
- 10) Letter of Understanding #10
Alvern Work
- 11) Letter of Understanding #11
Maintenance Employees - Vehicles
- 12) Letter of Understanding #12
Health & Safety – Vehicle and Building Concerns
- 13) Letter of Understanding #13
3rd Party and Lease Operator and P&D Work
- 14) Letter of Understanding #14
Hearing Protection and Prevention

Letter of Understanding #1

**Future Terminals
Review of Part-Time Positions
Equal Distribution of Hand Bomb Loads
Improving Skills and Qualifications**

1. Should the Company in the future open any additional terminal(s) with no existing employees, the Company will negotiate with the Union with respect to transfer of existing Company employees who are desirous to transfer at their own expense to the full-time positions established.
2. The Company agrees in principle on equal distribution of hand bomb loads, but where there is a problem, this to be taken up at terminal level.
3. The Company will cooperate in the providing of equipment to allow an employee to upgrade their skills or license, including the use of equipment to take any test. The Company will make every reasonable effort to qualify existing employees ahead of hiring new employees, providing the employee qualifies on their own time and is not on the payroll.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

(signed) Rob O'Reilly

For CAW-Canada, Local 4209, 114, 4050

(signed) Todd Romanow

Letter of Understanding #2 - Vacations

1. The following understanding is repeated:
 - (i) Where the 1982 vacation pay records show an employee took their vacation pay in a manner different than Article 10, the employee may elect to continue to receive their vacation pay in the same manner.

Applies only to Gordon Detjen and Peter Wynacht

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

Letter of Understanding #3 - Shop Employees

1. The Company agrees to review every six (6) months the qualifications and assigned duties of each shop employee to ascertain if the employee should receive a higher rate of pay and classification.

Duties and Qualifications of Shop Employees:

Licensed Mechanics Gas, diesel, or heavy duty and licensed welder must be a qualified mechanic or welder with trade cards or licenses and/or be a qualified reefer/refrigeration tradesman (capable of total overhaul) and other duties of lesser responsibility.

Unlicensed Mechanic A serviceman's duties will be: the repair (not overhaul) and servicing of reefers, trucks and various repair on equipment that can be done without a license, and other duties of a lesser responsibility.

Shop Maintenance Man Will have knowledge and perform all types of trailer repair, truck repairs such as brakes, truck dismantling, truck reassembly with instruction. Tire man duties. Similar level of work and other duties of lesser responsibility.

Shop Labourer Learning how to maintain and repair trailers, trucks and reefers or structural repair. Other duties of a lesser responsibility, until the employee qualifies for a higher-rated classification.

To attain a higher rate of classification, in addition to the qualifications outlined above the duties must be assigned to the employee.

Canadian licenses to apply.

The following further understandings have been agreed to:

- (1) Apprentices attending school are to be paid by the Company forty (40) hours pay per week, less any government assistance paid providing they accept twenty (20) hours per week of work (if work is available). Apprentices attending school will be allowed to work the twenty (20) hours per week prior to, or during apprenticeship school.

Providing an employee has a minimum six (6) months service with the Company, the employee will be offered a necessary apprenticeship opening in order of seniority, providing it is the type of apprenticeship the employee has a desire for.

Upon approval by the Company, the Company will allow an employee to take any work-related course, and on producing a pass mark or certificate the Company will reimburse

the employee for the cost of the tuition or course and the books required to complete the course.

The employee must remain employed with the Company for a minimum of twelve (12) months after completion of schooling and verification of final marks. Employees who do not remain with the Company for a minimum of twelve (12) months must reimburse the Company the full amount of the tuitions.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

Letter of Understanding #4 - Company Highway Drivers

Should the number of full-time Company highway drivers substantially increase and either party believe there is a need for special Company drivers, either party may request the other party to meet and negotiate rules and rates of pay governing Company highway drivers.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

Letter of Understanding #5 - Tool Proposal Agreement

AMENDED APRIL 01, 1986

AMENDED OCTOBER 31, 2008

AMENDED DECEMBER 16th, 2010

1. The Company to provide a maximum of five thousand dollars (\$5,000) tool insurance per shop employee to cover loss of tools due to fire on Company premises or theft resulting from break in at the Company premises and/or a break in of the employee's tool box.
2. Each eligible employee will receive a tool allowance in the amount of six hundred (\$600.00) per year effective January 1, 2011. Shop labourers tool allowance will be a maximum of four hundred and twenty-five (\$425.00). All of the foregoing to be paid by the Company. Repayment will only be made by the Company on receipt of an itemized receipt showing the tools have been paid for. Such tool allowance may be used to upgrade the employees' current tools. Repayment for tools purchased that are not covered in the attached list will be made only if the employee has obtained prior approval to purchase same. This would mean that each employee would be responsible to pay for all consumable tools such as flashlights etc., except drill bits and easy outs. It is suggested that tools up to the size of 1 1/4" and special tools up to a maximum of fifty dollars (\$50.00) be considered the responsibility of each employee and tools bigger than and more expensive than the above be considered shop equipment. To be eligible for the tool credit each employee must meet the following conditions. Tool allowance repayment to be made within thirty (30) days of submission of proper receipts.
3. Applicable to all shop employees not covered by item (2) above.

To be eligible the shop employee must supply the Company with a complete inventory of their tools and their cost and thereafter each and every January following. New employees must supply an inventory list within thirty (30) days of starting. Shop employees' tools will be replaced or repaired (with same brand) on an exchange basis for tools damaged or broken on Company premises while engaged in Company business.

Each shop employee will be responsible for the purchase of tools up to and including the size of 1 1/4 inch and special tools up to a maximum of one hundred and fifty dollars (\$150.00). Any tools larger than 1 1/4 inch or worth more than one hundred and fifty dollars (\$150.00) will be supplied by the Company.

Eligibility (for #2 and #3):

1. Must have been employed by the Company for a period of ninety (90) days.
2. Must be considered a permanent employee that is not planning on leaving for the purpose of attending university or college in the foreseeable future.

3. Must be a shop labourer or above.

Minimum requirements for maintenance men:

One (1) tool box of sufficient size and design to accommodate the tools listed below.

- 1 set combination wrenches 5/16" to 1 1/4"
- 1 set of sockets, 3/8" drive 3/8" to 3/4"
- 1 set of soc2s 1/2" drive 7/16" 21 1/2"
- 1 set of pin punches and center punches
- 1 set of cold chisels
- 1 set of adjustable wrenches 6" 8" 12"
- 1 vice grip 8"
- 1 set Allan wrenches
- 1 set screw drivers (blade)
- 1 set of screw drivers (Phillips)
- 1 set of screw drivers (Robertson)
- 1 set hammers, 8 oz. and 32 oz.
- 1 hack saw
- 1 drill index 1/16to 1/2"
- 1 steel tape 8 or 10 feet
- 1 pry bar 18"
- 1 ladies foot bar 18"
- 1 pliers
- 1 needle nose pliers
- 1 cutting pliers
- 1 wiring pliers
- 1 12 volt test light

It is expected that each employee that is a serviceman or above will have, in addition to the above list of tools, additional tools to perform their duties efficiently, such as Filter wrenches, one (1) gen. set, refrigeration tools, etc.

At time of being eligible to make a claim, the employee may upgrade the quality of their tool by paying the difference between the previous tool and the upgraded tool.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

**Letter of Understanding #6 - Leased Operators
(June 08 1988)**

The Company agrees that all full-time employees hired prior to June 01, 2002 will be guaranteed forty (40) hours work per calendar week (providing the employee is available) while the Company is using leased operators and/or city leased cartage to perform city pickup and delivery.

The intent of this letter of understanding is to allow the Company to have greater freedom in the use of leased operators and city leased cartage, as well as allowing the Company freedom to use leased operators or city cartage to make pick up and deliveries within a terminal locale, allowing the Company the choice of calling in hourly employees or leased operators.

Notwithstanding, Article 1.04 and 1.07, the above will apply. However, in the event of a layoff at a terminal location, these articles will apply at that terminal location, provided that the employees on layoff can be reached and brought back into work as required.

NB: Paragraph one above. June 01, 2002 will be increased by one year each November 1st. i.e. on November 1, 2005 the new date will be June 01, 2002 and so on.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

**Letter of Understanding #7- Extra Hours
(October 15, 1992)**

The Company is prepared to offer extra hours to full-time employees for the purpose of recovering a reduction in wages, provided these hours are available.

These hours will be offered to full-time employees on a voluntary basis. These extra hours will not form the basis of a call-back or call-in requirement.

These hours will be offered at the end of the regular work day (shift) of the full-time employee.

These extra hours will be offered to full-time employees before additional employees, part-timers, leased cartage or leased operators are called to work.

The intent of this letter is to recover the reduction in wages and not to increase the overtime hours beyond that need.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

Letter of Understanding #8

AMENDED DECEMBER 16th, 2010

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

The Company agrees to maintain the existing number of Class 1 driver positions while leased operators are working at that terminal.

It is understood that there is no requirement for the Company to add further positions or trucks.

Vancouver	11	Class 1 Drivers
Calgary	14	Class 1 Drivers
Edmonton	15	Class 1 Drivers
Regina	5	Class 1 Drivers
Saskatoon	5	Class 1 Drivers
Winnipeg	2	Class 1 Drivers

These numbers will only apply when there are leased operators employed at the above terminals.

Furthermore any current in-service Company tractor(s) sold shall be replaced.

Signed at Calgary, Alberta this 4th day of February, 2009.

For TST Overland Express

For CAW-Canada, Local 4209, 114, 4050

(signed) Rob O'Reilly

(signed) Todd Romanow

LETTER OF UNDERSTANDING #9

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

RE – USE OF AGENCY EMPLOYEES

It is agreed and understood that when a regular employee is absent due to short term illness, injury, annual vacation, or leave of absence the Company, after offering the work to all full and part-time bargaining unit employees will be able to use an agency employee. The Company will not use agency employees to replace full-time vacancies or new full-time positions.

When agency employees are used, the Company will ensure the employee will, at a minimum, be paid the full-time rate of pay as stipulated in the collective agreement, for the work being performed. In addition, the Company will pay dues to the union for each full-time equivalent agency employee utilized. The formula will be one payment of dues for each 40 hours or portion of monthly agency hours. The Company will submit the dues to the Union (based on each Locals formula) on a monthly basis with a report detailing the hours paid for agency employees.

Signed at Calgary, Alberta this 16th day of December, 2010.

For TST Overland Express

For CAW-Canada, Local 4209, 114 & 4050

(signed) Rob O’Reilly

(signed) Todd Romanow

Letter of Understanding #10

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

RE – ALVERN WORK

The parties agree to the following as set out below as a resolve to the Union’s concern of Alvern drivers and / or trucks performing bargaining unit work (in town P&D).

The Company agrees that all in town P&D work currently being performed by TST owned tractors will be returned to the bargaining unit members covered by the collective agreement. The Union agrees that bargaining unit employees may be required to drive former Alvern trucks and or trucks identified as TST Solutions. Where the Company can bring full-time jobs into the bargaining unit and the Company accepts the Alvern driver to fill that job the Union agrees to allow that driver to join the bargaining unit but that job will not be posted and the Alvern driver shall assume that full-time driving position. Once the Alvern driver leaves this position or if they do not come over with the job the position shall be posted as per the collective agreement and awarded accordingly. Where the Company brings Alvern work into the bargaining unit that is not a full-time job such work shall be combined with other work where possible to form any new full-time positions which shall be posted and awarded as per the collective agreement where this is not possible such work may be assigned to unposted employees or part-time employees.

Any Alvern driver joining the bargaining unit shall have a seniority date as if they were a brand new employee but shall keep their TST start date for entitlement to vacation.

Signed at Calgary, Alberta this 16th day of December, 2010.

For TST Overland Express

For CAW-Canada, Local 4209, 114 & 4050

(signed) Bob O’Reilly

(signed) Todd Romanow

Letter of Understanding #11

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

RE – Maintenance Employees – Vehicles

During the 2013 negotiations the Union raised serious concerns related to the Calgary and Edmonton maintenance employees’ working conditions, including health and safety concerns as well as concerns related to improper or non-maintenance of vehicles. The Union’s concerns revolved around there being no permanent structure on the property for the maintenance employees to work out of, concerns around potential slip and fall when working outside and the extreme temperatures when performing work outside. As well the Union raised concerns regarding a lack of maintenance or substandard repairs performed by third parties offsite.

The parties agree to meet to monitor the progress of finding resolves to these issues.

Signed at Calgary, Alberta this 21st day of April , 2013.

For TST Overland Express

For CAW-Canada, Local 4209, 114 & 4050

(signed) Danny Kowarchuk

(signed) Todd Romanow

Letter of Understanding #12

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

RE – Health and Safety – Vehicle and Building Concerns

During the 2013 negotiations the Union raised serious concerns related to health and safety and working conditions with vehicles and buildings. The Union’s concerns revolved around non-working air conditioning, or the lack of any air conditioning in certain vehicles, as well as heaters and air conditioning units in certain terminals.

The parties agree that the Company will ensure that vehicles equipped with air conditioning shall be maintained. Outstanding issues will be referred to the existing Health and Safety Committees for review and resolution. The parties agree to meet to monitor the progress of finding resolves to these issues.

The Union also raised a concern regarding air quality in the company terminals. The parties agree to refer the issues above to the existing Health and Safety Committees to find proper resolves which will include air quality testing on a yearly basis at a date agreed to by the joint Health and Safety Committee. The Health and Safety Committee shall be supplied with full documentation of all air quality testing. The parties agree to meet to monitor the progress of finding resolves to these issues.

Signed at Calgary, Alberta this 21st day of April, 2013.

For TST Overland Express

For CAW-Canada, Local 4209, 114 & 4050

(signed) Danny Kowarchuk

(signed) Todd Romanow

Letter of Understanding #13

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

RE – 3rd Party and Lease Operator P & D work

During the 2013 negotiations the Union raised serious concerns related to the use of 3rd party companies and lease operators. The Union’s concerns revolved around having non-bargaining unit persons or companies performing bargaining unit P & D work.

The parties agree that the preference is to have bargaining unit P & D employees and vehicles perform such work and commit to work together and in good faith to bring such work or jobs into the bargaining unit. The parties agree to meet to monitor the progress of finding resolves to these issues.

Signed at Calgary, Alberta this 21st day of April, 2013.

For TST Overland Express

For CAW-Canada, Local 4209, 114 & 4050

(signed) Danny Kowarchuk

(signed) Todd Romanow

Letter of Understanding #14

**Between
TST Overland Express
(hereinafter referred to as “the Company”)**

and

**CAW Canada and its Local 4209, 114 and 4050
(hereinafter referred to as the “Union”)**

RE – Hearing Protection and Prevention

The Company agrees to communicate with each local Health and Safety Committee to explore the possibility of setting up voluntary hearing testing programs. They are to work with the Company National or Regional Safety Department to determine the proper course of action.

If the results of any testing or program require further action, the Company will work with their local Health and Safety Committee to explore appropriate hearing protection options.

Signed at Calgary, Alberta this 21st day of April, 2013.

For TST Overland Express

For CAW-Canada, Local 4209, 114 & 4050

(signed) Danny Kowarchuk

(signed) Todd Romanow