

COLLECTIVE AGREEMENT

between

TForce Logistics Canada Inc
("the Company")

and

United Food and Commercial Workers
Canada Union, Local No. 401
("the Union")

Renewal: October 14th, 2028

Table of Contents		
Article	Description	Page #
1	Purpose of the Agreement	1
2	Recognition	1
3	Union Recognition	2
4	Union Membership, Security, and Check-off	2
5	Management Rights	4
6	Union Stewards and Representatives	5
7	Strikes, Lockouts, and Picket Lines	6
8	Technological Changes	7
9	Discipline, Suspension, and Discharge	7
10	Grievance and Arbitration Procedure	9
11	Claims	12
12	Owner Operator Rights	13
13	No Harassment or Discrimination	13
14	Joint Advisory Committee	14
15	Health and Safety	14
16	Workers Compensation	16
17	Management/Dispatch Communication Towards Owner Operator	17
18	Relief	17
19	Classifications	19
20	Seniority	19
21	Transfer of Company Title or Interest & Mergers	24
22	Contracting Out and/or Sub-contracting	24
23	Lay-offs	25
24	Contract Postings	26
25	Settlement Period	29
26	Commission	31
27	Settlement Schedule	33
28	Available Extra Work	34
29	Union / Management Committees	35
30	Reconfiguration & Work Distribution	36
31	Safety Footwear and Clothing	37

[Click Here For
Shareable Links](#)

32	Adverse Weather Policy	37
33	Company Contributions	38
34	Union Bulletin Boards and Union Communication	38
35	Definitions	38
36	Miscellaneous	39
37	Term of Agreement	40
	Letters of Understanding	42

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Access to Contract File	9.03	8
Adverse Weather Policy	32	37
Arbitration	10.05	11
Available Extra Work	28	34
Banks Bonus	LOU#1 (1.06)	43
Benefit Plan	36.04	39
Bumping	20.02	19
Cap On Indirect Driver Routes - Letter of Understanding #2	LOU#2	44
Cap On Routes	24.02	27
Cap Reopener	LOU#2	44
Charge Back Language	27.02	34
Claims	11	12
Classifications	19	19
Codifying Pre-Unionization Rights and Privileges	LOU#1 (1.01)	42
Commission	26	31
Company Contributions	33	38
Contract File	9.02	7
Contract Postings	24	26
Contracting Out and/or Sub-Contracting	22	24
Daily Open Routes/Overflow in the Electronic Bid Sheet	28.01	34
Definitions	35	38
Definitions - Commission	26.05	33
Discipline, Suspension, and Discharge	9	7
E-Commerce	26.03	32
Existing Bargaining Unit Work	22.01 (a)	24
First Contract - Letter of Understanding #1	LOU#1	42
Fresh Start and Personal File	LOU#1 (1.02)	42
Grievance and Arbitration Procedure	10	9
Health & Safety Training	15.03	16

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Health and Safety	15	14
Individual Rules	22.03	25
Interviews	9.04	8
Joint Advisory Committee	14	14
Joint Health & Safety Committee	15.01	14
Just Cause	9.01	7
Lay-offs	23	25
Licence Suspensions	20.07	23
Management Rights	5	4
Management/Dispatch Communication Towards Owner Operator	17	17
Minimum Expectancy Benchmark	25.01	29
Miscellaneous	36	39
New Bargaining Unit Work	22.02	24
New Member Orientation	4.02	3
No Harassment or Discrimination	13	13
No Right to Discipline	9.06	9
Notice of Contract Cancellation or Lay-Off	23 (a)	25
Owner Operator Renumeration	2.03	2
Owner Operator Rights	12	13
Owner Operators Over the Cap	LOU#2	44
Policy Changes	36.01	39
Policy Grievance	10.02	11
Purpose of the Agreement	1	1
Rate & Service Committee	29.01	35
Recognition	2	1
Reconfiguration & Work Distribution	30	36
Reconfiguration of Routes	30.03 (b)	37
Relief	18	17
Removal of Dedicated Work	24.06	28
Reposting Work	LOU#1 (1.03)	43
Representatives	6.02	5

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Right to Refuse	15.02	15
Right to Representation	9.05	9
Route Realignment	30.03 (a)	36
Run/Route Restructure - Contract Postings	24.07	29
Run/Route Restructure - Reconfiguration & Work Distribution	30.03 (c)	37
Safety Footwear and Clothing	31	37
Seniority	20	19
Settlement Period	25	29
Settlement Schedule	27	33
Settling of Grievances	10.01	9
Shop Stewards	6.01	5
Signing Bonus - Letter of Understanding #3	LOU#3	45
Strikes, Lockouts, and Picket Lines	7	6
Technological Changes	8	7
Term of Agreement	37	40
Transfer of Company Title or Interest & Mergers	21	24
Union / Management Committees	29	35
Union Bulletin Boards and Union Communication	34	38
Union Membership, Security, and Check-off	4	2
Union Negotiating Committee	6.04	6
Union Office	6.03	6
Union Recognition	3	2
Union Stewards and Representatives	6	5
Workers Compensation	16	16

Article 1 – Purpose of the Agreement

The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and the Company (TForce Logistics Canada Inc., Calgary, Alberta) is to maintain mutually satisfactory working relations between the Company and its Owner Operators, establish and maintain rates of remuneration, and conditions of engagement, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation, and negotiation.

Article 2 – Recognition

- 2.01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all Owner Operators as described in Canada Industrial Relations Board Order No. 11864-U, contracted by the Company at all Company operations save and except indirect drivers, agents, supervisors, those above the rank of supervisor, office staff, sales staff, dispatcher, and tracer (CSR).
- (b) The Company undertakes that it will not enter into any other agreement or contract with those Owner Operators for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- (c) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Company with a current list of the officers' names.
- (d) The Company shall grant Union Representatives access to its premises for Union business.

2.02 For any new terminal established south of Red Deer County in the province of Alberta or existing terminal this Collective Agreement shall apply.

2.03 Owner Operator Renumeration

The economic remuneration paid to Owner Operators in this Agreement reflects “Total Compensation” and is inclusive of vacation, bereavement leave, statutory holidays, employee and employer portions of CPP and E.I., and all other benefits which are otherwise guaranteed by the Canada Labour Code.

Article 3 – Union Recognition

3.01 Owner Operator shall be allowed to wear Union identification pin(s) or Union message button(s).

3.02 A copy of the Collective Agreement shall be provided electronically by PDF to each Owner Operator on commencement of engagement by the Company or at the Union Orientation Application of the Collective Agreement.

Article 4 – Union Membership, Security, and Check-off

4.01 As a condition of continued engagement, all Owner Operators will be required to complete and sign an application for Union membership and authorization of a settlement deduction twice monthly Union dues and initiation fees. The Company will give this application to an Owner Operator and it will be completed on their start date.

4.02 New Member Orientation

Shop Stewards and/or Union Representatives will be allowed to introduce themselves to newly engaged Owner Operators on shift after receiving permission from the Branch Manager, or their designate, of which permission will not be unreasonably withheld. Such time will not exceed thirty (30) minutes and shall not unduly interfere with the regular duties of the Owner Operator. The meeting shall take place in the Company facility at which the Owner Operator is contracted. Non-Union members shall not be present at this meeting.

Upon request to the Branch Manager, or their designate, a Shop Steward shall receive a list of all newly engaged Owner Operators covered by the Collective Agreement.

4.03 The Company shall deduct the Union initiation fees, assessments, and Union dues from the pay of all Owner Operators as may be requested by the Union. Union dues shall be a regular deduction. They shall be deducted by the Company from each Owner Operators' settlement and remitted to the Union electronically. Upon request, the Company will provide detail to the Union in situations where no deductions have been made.

The Company will supply a list to the Union once per month indicating Owner Operators who are newly engaged and a list of Owner Operators who are terminated.

4.04 The Company agrees to forward to the Union office, on a quarterly basis, information relating to Owner Operators, including:

- | | |
|---------------|------------------------|
| i. Name | v. Email |
| ii. Addresses | vi. Date of Engagement |

- iii. Home Phone Number
- iv. Cell Phone Number

- vii. Classification
- viii. Rate of Commission

4.05 The Company will indicate on Owner Operator's settlement report the amount of the recurring Union due deduction.

4.06 Upon request the Company shall meet with the Union to ensure that the Union dues, initiation fees and any other assessments are being deducted and remitted properly and correctly.

The Union will provide the required changes and the Company will apply them. If the Company has made errors or omissions, they shall correct the situation and fully compensate the Union as necessary.

Article 5 – Management Rights

5.01 The Union acknowledges that it is the exclusive function of the Company to:

- (i) Increase and decrease the workforce;
- (ii) Maintain order and discipline;
- (iii) Engage, modify, transfer, suspend or cancel the Owner Operator's contract showing just cause;
- (iv) Establish and enforce procedures, rules and regulations not inconsistent with the provisions of this Collective Agreement, governing the relationship with the Owner Operator.
- (v) Enter into any contract and / or establish any rates with its customers, both present and future, as it deems appropriate.
- (vi) Generally to manage and operate the Company.

Article 6 – Union Stewards and Representatives

6.01 Shop Stewards

- (a) The Company acknowledges and respects the important and unique role of Union Shop Stewards.
- (b) The Union shall notify the Company of the appointed Shop Stewards.
- (c) Union Shop Stewards shall be released from the workplace to attend Union business.
- (d) When a Steward is required by the Company to attend a meeting, Union-Management meetings, grievance meetings, investigating, reporting or resolving grievances, attending meetings, new Member Orientation meetings or for performing other Union Steward functions they will be paid twenty-five (\$25.00) dollars per hour for the time spent in the meeting.
- (e) The Shop Steward shall not be discriminated against or disciplined for performing the duties as a Shop Steward.

6.02 Representatives

An authorized representative of the Union shall have the right to interview or speak to Owner Operators, upon receiving permission from the Branch Manager, during working hours at anytime, provided such activity does not disrupt the work of the Company. Permission will not be unreasonably withheld.

The Company agrees to provide the Union with written copies of Company policies and procedures relevant to Owner

Operators in a timely manner so that the Union may exercise its representational rights and obligations.

6.03 Union Office

The Company agrees to grant time off, with pay and reimbursed from the Union without discrimination, to an Owner Operator for Union Leave as designated by the Union. Such Leave shall be for a maximum of three (3) years to serve in an official capacity with the Union. As much notice as possible shall be provided.

6.04 Union Negotiating Committee

The Union has the right to elect or otherwise select a negotiating committee. All members of the committee shall be Owner Operators of the Company who have completed their probationary period.

Article 7 – Strikes, Lockouts, and Picket Lines

7.01 During the term of this Agreement there shall be no lockout by the Company or any strike, by Owner Operators.

7.02 The Company acknowledges the right of the Owner Operators to recognize and refuse to cross a picket line.

7.03 The Union recognizes the right of the Company to protect its business and the property of its customers.

7.04 Each party recognizes the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its Owner Operators, or the Union.

Article 8 – Technological Changes

When the Company is considering the introduction of technological change (altering methods or utilizing different equipment) in the workplace that may result in job reduction or job loss, the Company will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Owner Operators.

Article 9 – Discipline, Suspension, and Discharge

9.01 Just Cause

- (a) No disciplinary measure in the form of a notice of discipline, emergency suspension or discharge, or in any other form shall be imposed on any Owner Operator without Union representation, just cause and without their receiving beforehand or at the same time, a written notice showing the grounds on which a disciplinary measure is imposed.

9.02 Contract File

- (a) The Company agrees that no report relating to the Owner Operator's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such report is part of the contract file.
- (b) No report may be placed on the file or constitute a part thereof unless a copy of the said report is sent to the Owner Operator within ten (10) business days after the date of the Owner Operator's alleged infraction, or of its coming to the attention of the Company, or of the Company's alleged source of dissatisfaction with them.

- (c) Any unfavorable report concerning an Owner Operator shall be withdrawn from that contract file after a period of eighteen (18) months from the date of the alleged infraction, provided there has been no re-occurrence of an infraction of the same or similar nature during that eighteen (18) month period.
- (d) The Company agrees that there will be only one (1) contract file for each Owner Operator.

9.03 Access to Contract File

Upon written request, an Owner Operator and their Union Representative shall have access, within two (2) weeks time after the request, to the official file of the Owner Operator in the presence of an authorized representative of the Company.

9.04 Interviews

- (a) In the event the Company decides to interview an Owner Operator, the Company agrees to notify the Owner Operator and Union Representative in writing twenty-four (24) hours in advance of the interview and to indicate:
 - (i) their right to be accompanied by a Union Representative;
 - (ii) the purpose of the meeting, including whether it involves the Owner Operator's contract file;
 - (iii) that if the contract file is to be considered during the interview, the Owner Operator shall, before the meeting, have access to this file, upon request;
 - (iv) the attendance of the Steward, in lieu of the Union Representative shall be without loss of income and time spent at such meetings shall be considered as time worked and the Steward shall be compensated

at the rate of twenty-five (\$25.00) dollars per hour, to a maximum of one (1) hour.

- (b) The Owner Operator has the right to refuse to participate or continue to participate in such interview unless they have received the notice hereinabove provided for.
- (c) The Company reserves the right to immediately hold an Owner Operator out of service pending the conclusion of the investigation, this right is subject to Article 10 the Grievance Procedure.

9.05 Right to Representation

An Owner Operator summoned for a disciplinary interview or investigation shall have the right to be accompanied by a Steward or Union Representative.

9.06 No Right to Discipline

An Owner Operator assigned on an interim basis to a managerial position cannot discipline other Owner Operators included in the bargaining unit.

Article 10 – Grievance and Arbitration Procedure

10.01 Settling of Grievances

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, alleged violation of the Collective Agreement, or a complaint by an Owner Operator that they have been disciplined, suspended, or discharged without just cause, including any question as to whether a matter is arbitrable.

- (b) In an effort to ensure that grievances are dealt with fairly and timely, the following steps shall outline proper grievance procedure:

Verbal Discussion

If the Owner Operator, Union Representative, or designate considers the grievance, complaint or issue to be an area of concern, they will first seek to settle the dispute with the Owner Operator's Manager.

Step 1

Failing settlement of the complaint or grievance in a verbal discussion, the Union may submit a written grievance to Management with a statement of the violation and the remedy sought. Such written statement of grievance must be submitted within twenty-eight (28) working days of the occurrence of the event which gave rise to the grievance. The Manager shall answer the grievance in writing within twenty-eight (28) working days.

Step 2

Failing settlement of the grievance as set out in Step 1 above, the Union Representative will submit the written grievance to the Designated Company representative, who shall render a decision within seven (7) working days after receipt of such notice.

Step 3

Failing settlement of the grievance as set out in Step 2 above, the grievance may be referred to arbitration as outlined in Article 10.05.

- (c) In lieu of Step 2 above, grievances may be held in abeyance by mutual agreement until ten (10) Step 2 grievances have accumulated, at which time a labour meeting will be held to address outstanding. It is understood that these meetings will not be less than one (1) per quarter.

10.02 Policy Grievance

Any differences arising directly between the Union and the Company relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a Policy Grievance within the timelines outlined in Article 10.01 after the date when the subject matter of the grievance first arose or came to the attention of the grieving party. Such grievance shall be heard commencing at Article 10.01 (a) Step 2.

- 10.03 Discussions between the Union and the Company shall be dealt with at a time mutually convenient to the Company and the Union.

- 10.04 Upon mutual agreement, the parties may extend the above noted timelines.

10.05 Arbitration

Either of the parties may, within one hundred and twenty (120) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration.

- 10.06 The parties agree to use a single Arbitrator.

10.07 The parties will attempt to agree upon the choice of a person to act as single Arbitrator within one (1) week of the date of the request for arbitration. Failing that, the Canadian Industrial Relation Board (CIRB), shall be requested to assist in the appointment of the Arbitrator. The Arbitrator shall hear their dispute and the decision of the Arbitrator shall be final and binding upon the parties.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of the Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of the Agreement.

Each of the parties hereto will share equally the expenses of the Arbitrator.

10.08 In the event of termination, discharge, or suspension of an Owner Operator, the Arbitrator shall have the right to sustain the Company's action or to reinstate the Owner Operator with full, part, or no back pay, with or without loss of seniority, or to settle the matter in any way they deem fit.

10.09 The above time limits may be extended by mutual Agreement.

Article 11 – Claims

When a customer files a claim against the Company, the validity of the claim will be investigated subject to the customer contract and claims process. Notice to the Owner Operator will include the POD, GPS data, customer claim information, and/or other relevant information relating to the claim. Notice will be provided subject to Article 27.02 and the full amount of the claim will be deducted from the next settlement period or a reasonable period of time.

Article 12 – Owner Operator Rights

12.01 The Company agrees that, in all circumstances, Owner Operators shall be treated with dignity, respect and fairness.

Owner Operators shall have the right to:

- (a) Full, fair, and due process with Union representation;
- (b) A safe workplace free from workplace violence and harassment;
- (c) Be compensated subject to the Agreement;
- (d) Be informed of all workplace rights, obligations, policies, and rules applicable to an Owner Operator;
- (f) Necessary Company orientation;
- (g) Participation in lawful Union activity;
- (i) Owner Operators will be able to hire as many Indirect drivers / employees as they wish.

Article 13 – No Harassment or Discrimination

13.01 The Company and the Union agree that no party will suffer any harassment or bullying nor will they be discriminated against with respect to terms or conditions of engagement on the grounds of sex, religion, race, colour, national or ethnic origin, age, family status, sexual orientation, gender identities or expression, marital status, genetic characteristics, disability, conviction for an offence for which a pardon has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement. The Company and the Union will comply with their responsibilities under the Canadian Human Rights Act (CHRA).

13.02 The Company will not discriminate in its contracting practices in accordance with the *Canadian Human Rights Act*, as amended and to include Union membership and activity in the Union.

Article 14 – Joint Advisory Committee

A Joint Advisory Committee shall be created and shall operate during the term of this Agreement. The Committee shall be comprised of up to four (4) Union members, one (1) Union representative, and up to four (4) Company representatives who shall meet as mutually agreed to discuss topics of mutual interest. The Company shall pay twenty-five (\$25.00) dollars per hour to a maximum of two (2) hours per meeting for the four (4) Union members attending the meeting.

Article 15 – Health and Safety

15.01 Joint Health & Safety Committee

The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a Joint Health & Safety Committee shall be formed in accordance with the following provisions:

- (a) A local Joint Health & Safety Committee shall be established. Its composition shall be as follows: up to two (2) Company representatives and up to four (4) Union representatives appointed by the Union.
 - (i) The Committee shall meet a minimum of once every month on Company premises to discuss health and safety issues that may concern both parties.
 - (ii) The provision of the Canada Labour Code Part II shall apply to this Committee.

- (iii) Each Union representative of the Committee shall be paid at the rate of twenty-five (\$25.00) dollars per hour for time spent fulfilling their responsibilities to a maximum of two (2) hours.
- (iv) Any other person may attend the meeting(s) upon mutual consent by the Company and the Union.
- (v) The Company will keep records of the Committee meetings and provide copies to the Local Union.

15.02 Right to Refuse

- (a) An Owner Operator has the right to refuse to do particular work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another Owner Operator. When the Owner Operator refuses to do particular work in accordance with (a):
 - (i) They shall inform their supervisor and the Union Representative without delay.
 - (ii) Until the situation giving rise to the refusal to work is corrected, the Owner Operator shall be assigned to other work (where possible) and the Owner Operator will not suffer any loss of earnings due to the incident, if the work is found to be unsafe.
 - (iii) Until the situation is remedied no other Owner Operator will be assigned to work which is subject to the investigation, until they have been advised of the refusal of the Owner Operator concerned.
 - (iv) As soon as the complaint is received, the Company shall ensure the necessary investigation, inspections and analyses of the situation giving rise to the refusal to work be conducted, in the presence of a non-managerial member of the Joint Health & Safety Committee.

15.03 Health & Safety Training

The Company agrees to meet any health and safety training requirements and expenses as per statute for members of the Joint Health and Safety Committee.

- 15.04 The Company agrees to provide clean sanitary washrooms and all rooms be provided with fire exits as required by law and adequate heat. It is the obligation of each person using the washroom to leave it in a tidy condition.

Article 16 – Workers Compensation

- 16.01 An Owner Operator involved in an accident or illness as a result of work for the Company must report such accident and/or illness immediately to the Company. If the illness or injury is such that the Owner Operator cannot report for work on their next or subsequent shifts, they must notify the Company prior to the start of the shift(s) indicating the necessity for and the expected amount of time away from the workplace.

The Company agrees to ensure an Owner Operator suffers no loss of regular pay during a shift where they are injured and seek and obtain medical care, in cases where the Owner Operator is insured for Workers Compensation by the Company. The Company recognizes the Union provides WCB assistance to its members and will assist the Union in doing so. The Joint Health and Safety Committee will review the effectiveness of current policies on a regular basis and remind Owner Operators they have the right to refuse unsafe work.

Where the Owner Operator currently provides their own Workers Compensation coverage, same will be maintained for

as long as they are deemed eligible by the Workers Compensation Board of Alberta.

Where an Owner Operator employs an indirect driver, that Owner Operator shall bear sole responsibility for providing Workers Compensation coverage for their indirect driver.

- 16.02 The Company acknowledges that the Union has advised it that UFCW Local 401 chooses to provide WCB advocacy for its members.
- 16.03 Any Owner Operator required to pay their own WCB premiums will receive a six hundred (\$600.00) dollars stipend each year on the anniversary of ratification.

Article 17 – Management/Dispatch Communication Towards Owner Operator

The Company/Dispatch agrees to inform Owner Operators about issues or concerns that could interfere with their work schedule. (Some examples could include late aircrafts, other deliveries to the branch, customer cancels orders, missing items, extra assignments, meetings or anything that affects the Owner Operator or their workload, pieces, trips, or schedule in any way.)

Dispatch and the Company will give work based on this Collective Agreement.

Article 18 – Relief

- 18.01 When an Owner Operator requests to be absent for substantiated emergency purposes, such requests will not be denied.

- 18.02 For scheduled absences of more than one (1) consecutive working day, requests will be submitted to the Company in writing no less than fourteen (14) days in advance. No Owner Operator is permitted to be on leave for more than thirty (30) consecutive working days, time off requests in excess of thirty (30) working days will be dealt with on an individual basis and will not be unreasonably denied. In these situations the Owner Operator's workday will be posted as a temporary position as per Article 24. Any resulting vacancies will be handled at the discretion of the Company.
- 18.03 Leaves will only be granted during peak period subject to Article 18.01. Peak Period is generally considered November 1st to December 31st of each year. The Company will consult the Union should there be a change in these peak volume dates.
- 18.04 An Owner Operator who is absent for any reason shall take the necessary measures to have a replacement who is qualified by the Company to cover their route for the duration of their absence.
- 18.05 If coverage is provided by the Owner Operator by a qualified indirect, they will be entitled to take leave at their discretion. Notice of such leave will be supplied to the Company.
- 18.06 The maximum number of Owner Operators permitted to be on scheduled absence at one (1) time, shall not exceed ten (10%) percent. This does not include absences qualifying under Article 18.01 or 18.04. At certain times of the year the Company may allow greater percentage based on operational flexibility.

Article 19 – Classifications

The following shall be recognized as classifications for the purposes of this Agreement:

- (a) Cars / SUV / Mini-Van
- (b) Cargo Van / Sprinter / Cube Van
- (c) Dock Level Trucks

Article 20 – Seniority

20.01 Seniority shall be date of engagement with the Company and shall be branch wide. This will include all Owner Operators engaged at the branch. In the event that two (2) or more Owner Operators have the same seniority date, then their seniority shall be determined by alphabetical order of their last names, then by hat pull if required. Seniority will be used to determine the Owner Operator's ranking for job bids, scheduled absences, and lay-offs. The ranking process will be completed at the first labour meeting after the Owner Operators with identical seniority dates have been engaged.

20.02 Bumping

In the event of a temporary or permanent contract cancellation, (at no fault of the Owner Operator), the Company shall consider;

1. The seniority of the Owner Operator.
2. The qualifications of the Owner Operator; where the qualifications are equal the Owner Operator's seniority shall be the determining factor.

3. (a) For purposes of clarification, an Owner Operator's Contract shall, at the Owner Operator's discretion, be deemed to be cancelled in the event an Owner Operator loses seventy-five (75%) percent or more of their revenue averaged over thirty (30) consecutive working days worked through no fault of their own when compared to the previous continuous worked six (6) months of service revenue. Revenue reduction resulting from customer shipping fluctuations in distribution work is excluded from the above.
- (b) It is understood that the peak period from November 1st to December 31st is a black out period for distribution routes and not to be included in (a) above.
- (c) It is understood that distribution customers have special sale periods or days that can be identified and a period of one (1) full week from the end of such special sale periods or days are also excluded from (a) above. Any Owner Operator affected will exercise their bump within a maximum of three (3) working days after being provided with relevant requested information. All bumps and a list of affected Owner Operators will be forwarded to the local Union upon completion. The information provided to the Owner Operator affected will contain the names of those junior to them, the seniority dates of those junior to them, the owned FSA's or bid work, as the case may be, the approximate hours of work, and the complete financial remuneration paid to the Owner Operator.

4. Individuals that meet the criteria as set out in Article 20.02 and are placed into a bump situation may exercise their seniority in the following manner:
 - (i) Any junior Owner Operator within their classification for which they are qualified. If no such bump exists then;
 - (ii) Any junior Owner Operator in any other classification for which they are qualified. If no such bump exists then;
 - (iii) The Owner Operator shall have their contract temporarily cancelled and shall have recall rights as per Article 20.05 (d).
5. The first to fourth displacements resulting from the above may also exercise their bumping rights as per the above. In the event there is a fifth displaced Owner Operator, that Owner Operator will displace the most junior Owner Operator within their classification for which they are qualified.
6. It is understood that anyone placed in a bump situation wishing to exercise their bumping rights will relinquish everything they currently hold and take on everything of the individual they bump.
7. It is agreed that customer preference will be respected and adhered to in any bump situation. It is understood in situations where customer preference is a factor, Article 20.02 (6) is not applicable for that portion of the junior Owner Operator's workday. Should the junior Owner Operator decide to relinquish that customer preferred work, at that time, it will at once be added to the bumping Owner Operator. In the event a bumping Owner Operator is made aware, pre or post, of being affected by the

above, the Owner Operator shall be able to re-exercise their bump at their discretion.

8. For the purposes of bumping, classifications are recognized in accordance with Article 19.

20.03 Seniority lists containing the name and date of engagement of Owner Operators will be prepared and posted in the branch every three (3) months on the bulletin board with sufficient copies for Stewards and business representatives. The posted list will not include phone numbers. Seniority lists containing names, addresses, phone numbers, and vehicle type of the Owner Operator will be prepared and forwarded to the Union office every three (3) months.

20.04 Owner Operators who are promoted to positions not subject to this Agreement will retain their seniority after promotion for a one hundred and eighty (180) working day period only. If for any reason they voluntarily request reinstatement as an Owner Operator the time served in the position not subject to this Agreement shall be included in their seniority rating. Upon completion of one hundred and eighty (180) days in the position not subject to this Agreement, the Owner Operator's contract shall be cancelled and they shall forfeit their right to the grievance procedure.

20.05 An Owner Operator shall lose all seniority and will be deemed to have their contract cancelled if they;

- (a) Voluntarily cancel their contract.
- (b) Justifiably have their contract cancelled for cause, and is not reinstated subject to the grievance procedure.
- (c) Has had their contract cancelled and is not employed/contracted elsewhere and has refused to return

to work within seventy-two (72) hours after being contacted personally or by e-mail.

- (d) If an Owner Operator contract is temporarily cancelled and not recalled for a period extending beyond eighteen (18) consecutive months.
- (e) If they take employment or if contracted other than that declared and agreed upon when applying for a leave of absence.
- (f) Is absent for three (3) days without permission from the Company or without notice to the Company giving reasons for their absence.

20.06 Absences due to bona fide personal illness or injury shall not be cause for cancellation of contract or loss of seniority provided the Company is provided with evidence of such illness or injury. The Owner Operator shall notify the Company when they are able to return.

When an Owner Operator requests to be absent for substantiated bona fide emergency purposes, such requests will not be unduly denied. The Owner Operator will endeavor to supply route coverage to the best of their ability.

20.07 Licence Suspensions

The Company will review the case of an Owner Operator whose licence is suspended for any reason, depending on the seriousness of the offence. An Owner Operator may apply for a leave of absence for the duration of the suspension of their licence, subject to Company approval which will not be unreasonably denied.

Article 21 – Transfer of Company Title or Interest & Mergers

21.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or 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. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding not including the financial arrangement thereof.

Article 22 – Contracting Out and/or Sub-Contracting

22.01 (a) Existing Bargaining Unit Work

It is agreed the Company shall be entitled to contract out work that is not bid on in order to service the work, until such time as the Company is able to engage an Owner Operator willing to service the work. The Company will advise the Union in situations where no qualified Owner Operators have bid on such work.

(b) The Company agrees to post any existing work that becomes available due to the resignation or departure of an Owner Operator, subject to Article 24.

22.02 New Bargaining Unit Work

In the event that the Company establishes a new location:

- (1) Start up may be contracted out until work hours total at least ten (10) hours per week;
- (2) The work reaches an additional ten (10) hours per week level then the Company will engage an Owner Operator;
- (3) In the event of closure at some future date the senior Owner Operator will be the last to have their contract cancelled.

22.03 Individual Rules

Nothing in the above paragraph shall be construed in such a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing present work or new work other than those outlined above. However, if there is not mutual agreement, the rules set out herein will apply.

Article 23 – Lay-offs

Notice of Contract Cancellation or Lay-Off

- (a) The Company shall provide the Union with written notice at least ten (10) business days prior to the effective date of any contract cancellation or lay-off, where possible, said notice to include the name and seniority of the Owner Operator to be affected.
- (b) In respect of the cancellation of the contracts of Owner Operators, the Company shall provide the Owner Operator with ten (10) business days notice in writing, where possible.
- (c) The Owner Operator that has been identified for contract cancellation shall be entitled to change their classification in order to continue engagement with the Company, should a vacant position be available.

- (d) The Owner Operator on lay-off shall continue to accumulate seniority during the period of their lay-off.
- (e) Should the Owner Operator not return to engagement following the expiration of the eighteen (18) month period of lay-off, they shall be considered as having had their contract cancelled and the Company shall have no further obligation or liability to that Owner Operator.
- (f) The Company agrees not to invoke any of the provisions of lay-off or contract cancellation until completing the initial provisions of the Collective Agreement.

Article 24 – Contract Postings

- 24.01 (a) Unless otherwise specified any vacant permanent work of a recurring nature, shall be posted within five (5) business days from the date the vacancy occurs for a period of five (5) business days. This in no way restricts the Company from eliminating and or modifying the position which becomes vacant. All work will be posted in order for Owner Operators to create/build their workday. In the event that no Owner Operator bids on the work the work may then be added to the most junior, qualified Owner Operator.

At least five (5) business days prior to awarding any existing posting, vacancy or creating a new route for any Owner Operator in the bargaining unit covered by this Agreement, the designated authority shall first post the notice at the appropriate branch, and also an electronic notification in order that all Owner Operators will be aware of the newly posted position and be able to make application. Bidding shall be performed electronically.

The posting will include the following information as applicable:

- Description of the work to be undertaken
- Qualifications
- Schedule
- Amount of settlement to be paid

The Union and the local Stewards will be emailed a copy of all postings. The Contract will be awarded to the senior qualified Owner Operator. Notwithstanding the foregoing, legitimate customer preference requests for a specific Owner Operator shall be honored. The Union shall be provided with copies of any documentation relating to customer's expression of preference. Any Owner Operator found to have solicited a customer preference request may be subject to discipline, up to and including termination.

All contract postings shall be awarded within five (5) business days from the date the job was posted originally. Jobs awarded to members of the bargaining unit shall be put in place within ten (10) working days, unless the posting specifies a later start date. If the Company unduly delays the Owner Operator's start date for the posting, and they suffer a loss as a result, the Owner Operator shall be compensated for the loss of revenue.

The Company will post the successful bidder electronically.

24.02 Cap On Routes

- (a) Owner Operators will be allowed to employ an unlimited number of indirect drivers.

- (b) Owner Operators will not be allowed to assign work to more than three (3) indirect drivers concurrently, subject to LOU #2.
- (c) Owner Operators will not be allowed to claim any new route once they have chosen and secured three (3) permanent routes.
- (d) Covering and assisting another Owner Operator who is on leave or temporarily covering a vacant posting will not count as a permanent route.

24.03 The Owner Operator shall be entitled to hold concurrent contracts.

24.04 (a) Where the original posted rates of compensation are changed the Company and the Union agree that, if the original posted rate percentage is lowered, unless agreed between the Company and the Owner Operator, a meeting shall be held between the Company and the Union to consult on the change being put into place.

24.05 The Company agrees to meet with any Owner Operator to review rates specific to them regarding any on-demand, distribution, or dedicated work they perform.

24.06 Removal of Dedicated Work

Once dedicated/scheduled work has been assigned to an Owner Operator, the Company shall not unilaterally transfer such work to another Owner Operator without "Just Cause." The Company and the Union agree that for the purposes of this article any one of the occurrences such as, but not limited to, the following shall constitute "Just Cause," and may be referred to the grievance/arbitration procedure for final resolution:

- (a) The customer requests that the Owner Operator be replaced, and it is evident that the customer will probably be lost to the Company should the Owner Operator not cease serving the same.
- (b) That a complaint of a serious nature is received from a customer and the Owner Operator fails to promptly rectify the complaint and do all things reasonably necessary to ensure that there will be no reoccurrences of such complaint.
- (c) Should the Owner Operator wish to forfeit any portion of their existing dedicated/scheduled work, written notice of at least thirty (30) business days shall be provided to the Company.

24.07 Run/Route Restructure

The restructuring and realignment of dedicated work, undertaken from time to time by the Company in response to service requirements, densities, volumes, yields and other operational considerations shall be subject to the posting procedures contained in Article 24.

Article 25 – Settlement Period

25.01 Minimum Expectancy Benchmark

- (a) The Minimum Expectancy Benchmark is defined as the amount that it is expected the Owner Operator will make for providing their services on a full working day basis. A full working day is defined by all appropriate statutes as applicable to Owner Operators.

Minimum Expectancy Benchmark

Vehicle Type	Date of Ratification
Cars/ SUV / Mini-Van	\$180.00
Cargo Van / Sprinter / Cube Van	\$195.00
Dock Level Truck	\$230.00

- (b) It is understood that the minimum expectancy benchmarks are designed to compensate Owner Operators for their fixed costs in the event there is a shortage of commissionable revenue to meet these requirements. Should an Owner Operator refuse work that is within their normal classification that does not fall under the provision of Article 19, that particular day will be deemed ineligible for benchmarking and the revenue will be prorated by settlement period.
- (c) The Company agrees to provide the Union on a monthly basis with a listing of those Owner Operators who have not achieved the minimum expectancy benchmark over the previous month. An Owner Operator who has completed three (3) months or more of engagement shall have the right to request a review of their revenues where such fall below the applicable minimum expectancy benchmark.
- (d) The Union and the Company shall determine the reasons and causes behind an instance where an individual's revenues fall below the settlement period minimum expectancy benchmark based on a calculation of the per diem rate multiplied by complete days worked.
- (e) Revenue or wage adjustment calculations will be based on the following example:

	<u>Cars/ SUV / Mini-Van</u>	<u>Cargo Van / Sprinter / Cube Van</u>	<u>Dock Level Truck</u>
Minimum Expectancy Benchmark	\$180.00	\$195.00	\$230.00
Number of Actual Days Worked	11	11	11
Adjusted Minimum Expectancy Benchmark	11 x \$180.00 = \$1,980.00	11 x \$195.00 = \$2,145.00	11 x \$230.00 = \$2,530.00
Owner Operator Actual Earnings	\$1,600.00	\$2,000.00	\$2,200.00
Adjustment	\$380.00	\$145.00	\$330.00

Article 26 – Commission

26.01 Effective the date of ratification of this Collective Agreement (October 15th, 2024), the following commission rates will apply to all Owner Operators contracted to the Company:

Cars / SUV / Mini-Van	Cargo Van / Sprinter / Cube Van	Dock Level Trucks
65%	66%	70%

*Any Owner Operator currently above these rates shall have their current rate red circled subject to LOU #1.

For all Owner Operators contracted after the date of Ratification, the following commission rates will apply:

	Cars / SUV / Mini-Van	Cargo Van / Sprinter / Cube Van	Dock Level Trucks
5 completed years +	65%	66%	70%
0 – 5 years	60%	63%	66%

26.02 The economic remuneration to the Owner Operators in this Agreement reflects total compensation and reflects the maximum payouts required by the Company for the Owner Operators wage, equipment use and benefits both contractual and statutory.

26.03 E-Commerce

(a) E-Commerce: paid per piece, unless otherwise dictated by customer contract, plus applicable customer surcharges (above commission does not apply).

\$2.15 per piece, effective upon ratification

\$2.17 per piece, effective January 1st, 2027

\$2.20 per piece, effective January 1st, 2028

(b) The Company agrees to pay an additional eight (\$8.00) dollars per stop, for any delivery on Range Roads.

(c) The Company agrees to pay an additional fifteen (\$15.00) dollars per FSA for work completed inside T2P, T2G, T2R FSAs.

26.04 (a) Banks: rates as specified in route posting (above commission does not apply).

(b) Owner Operators who own a bank run will receive the CPI XFET increase annually effective January 1st.

26.05 Definitions

1. On Demand/Dedicated:

Irregular, nonrecurring customer initiated pick up at a location and delivered to another location. Prescheduled recurring work that starts and finishes at customer locations.

2. Distribution / Ecommerce:

Freight arrives on TForce Logistics dock and is distributed.

3. Banks:

Is its own entity, but has work that may have dedicated work that has to be identified.

26.06 If any Owner Operator is disqualified due to Company error, the Owner Operator shall be fully compensated for the disqualification period.

26.07 The Company maintains that Owner Operators are paid their commission rate for all applicable rates and surcharges, except for work related to banks/ecommerce.

Article 27 – Settlement Schedule

27.01 Owner Operators shall receive semi-monthly settlement payments on the fifteenth (15th) and final day of each month. Settlement reports shall be available to Owner Operators electronically as of the settlement date and for a period of eighteen (18) months.

27.02 Charge Back Language

No Owner Operator shall have deduction applied to their settlement without prior written notice to the Owner Operator and the Union.

Article 28 – Available Extra Work

Available distribution work will be offered to Owner Operators who are available and qualified for the work prior to being sub-contracted or brokered out to non-Union agents.

Available distribution work will be electronically shared so Owner Operators will be aware of the availability of additional work.

The term "available" is defined to mean that Owner Operators wishing to perform the available distribution work may do so provided there is no conflict with their regularly bid work, and can complete the extra work as well as their current bid work.

Once work has been made available there will be a fifteen (15) minute grace period prior to awarding the work. Once the fifteen (15) minute grace period has expired the work will be awarded to the senior available individual requesting the work.

28.01 Daily Open Routes/Overflow in the Electronic Bid Sheet

Work gets posted in the electronic bid sheet. Any Owner Operator is allowed to acquire the additional work in order to build their workday. The additional work does not have to be adjacent to their service area.

Owner Operators must have demonstrated that they are able to meet the service requirements.

Should the Company determine that the taking on of extra work would negatively impact the service expectations of any customer, the Owner Operator will be disqualified from being able to take on the extra work.

Expectation remains that Owner Operators are to cover their work when absent.

Article 29 – Union / Management Committees

29.01 Rate & Service Committee

1. The purpose of the Rate and Service Committee is to look at service requirements, Owner Operator settlements, customer rates, the rising cost of living, route restructures and any other issue that would benefit from a cooperative approach between Union and Management.
2. With this spirit of cooperation, the Rate Committee, a joint committee of up to two (2) representatives of the Company and up to four (4) from the Union shall meet monthly and at such additional times as agreed upon by the Committee to review issues as described above.

The Rate Committee shall have access to customer rates or invoices or rate schedules or invoices, local or national, to confirm that Owner Operators are being paid in accordance with the Collective Agreement.

3. Whenever possible, decisions as to rate increases and the timing of such rate increases shall be made during the meeting in which such proposals are made. The Company reserves the right to take any rate increase proposal under advisement in which case a decision regarding such

proposal shall be communicated to the Union members of the Committee at the next meeting or sooner as the Company so desires.

4. Committee members shall be required to sign a non-disclosure agreement (NDA).

Article 30 – Reconfiguration & Work Distribution

30.01 The parties recognize that the Company may sometimes need to restructure routes for legitimate business reasons.

30.02 To accomplish the foregoing, the parties agree to meet as required to review issues relating to fleet capacity and work allocation including reconfiguration of the fleet and the restructuring of scheduled runs/routes. Said review(s) will include the consideration of the allocation and distribution of work that results from contract cancellations/lay-off and of new work acquired by the Company, and shall further consider service requirements, customer specifications and preferences, existing run/route configurations, Owner Operator availability and capacity and earnings targets. It is further agreed that the parties may meet more frequently as needs or opportunities arise and to share all relevant information.

30.03 Following the realignment, reconfiguration or restructure, the work shall be posted as follows:

(a) Route Realignment

It is understood that the incumbent will have first right of refusal to comply with the changes and retain the work. If the incumbent chooses not to retain the work it shall be

posted. The incumbent will then exercise their bumping rights in accordance with Article 20.02.

(b) Reconfiguration of Routes

All reconfigured routes will be posted for the Owner Operators whose routes have been affected.

(c) Run/Route Restructure

The restructuring and realignment of dedicated work, undertaken from time to time by the Company in response to service requirements, densities, volumes, yields and other operational considerations shall be subject to the posting procedures contained in Article 24.

30.04 In the event that any posted and awarded work has a financial gain of more than fifteen (15%) percent for any reason, within ninety (90) calendar days of being awarded the work will be reposted, excluding reasons outlined in Article 20.02 3. (b) and (c).

Article 31 – Safety Footwear and Clothing

The Company shall provide the Owner Operators with a high visibility vest.

Article 32 – Adverse Weather Policy

All Owner Operators scheduled to work will be expected to come to work unless the Company has authorized closure of a branch due to adverse weather conditions, highway advisories, vehicle breakdown, or other emergent circumstances.

Article 33 – Company Contributions

33.01 Effective October 15th, 2024, the Company agrees to make an annual contribution of two thousand (\$2,000.00) dollars to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.

Article 34 – Union Bulletin Boards and Union Communication

34.01 (a) The Company agrees to permit the posting of any notice of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

The Union shall supply a glass enclosed bulletin board which is equipped with a lock for the purpose of posting official Union notices.

Article 35 – Definitions

35.01 “Working Day” means Company operating days are Sunday through Saturday. Business days are Monday to Friday, excluding statutory holidays.

35.02 “Agreement” or “the Agreement” means the Collective Agreement except as otherwise specified.

35.03 “Engagement” means the date that the Owner Operator commences work on behalf of the Company.

35.04 Owner Operator(s), means Independent Contractors who supply their own vehicles and, except solely for purposes of Part

I of the Canada Labour Code, the Company and the Owner Operators consider their relationship to be that of Company/Independent Contractor and not Employer/Employee and nothing herein shall be read as expressing a contrary intent.

35.05 “Customer” means customers of TForce Logistics.

Article 36 – Miscellaneous

36.01 Policy Changes

The Company shall notify the Union of any policy changes that will require Owner Operator signature(s) prior to demanding such signature(s).

36.02 Owner Operators will receive twenty-five (\$25.00) dollars per vehicle search.

36.03 When an Owner Operator experiences an issue with an e-commerce package, same will be reported to the Company and the Owner Operator will not be unduly delayed.

36.04 Benefit Plan

The Company will make available to Owner Operators a comprehensive benefit plan. The parties agree that participation is voluntary and open to all members of the bargaining unit. All premiums will be deducted in equal installments from the settlement of the Owner Operator.

Owner Operators are responsible for one hundred (100%) percent of the benefit premiums.

- 36.05 The Company agrees to pay twenty-five (\$25.00) dollars once per year, in the first settlement period of the year, to all active Owner Operators covered by this Agreement to cover the cost of a Driver's Abstract which will be provided by the Owner Operator.
- 36.06 The Company agrees to cover the cost of required security or background checks.

Article 37 – Term of Agreement

This Agreement shall be effective from the day on which the Collective Agreement is signed ratified (October 15th, 2024) and shall remain in force until October 14th, 2028.

Signed this _____ day of _____, **2024.**

For the Company:

For the Union:

Company Committee:

Union Committee:

Luke Henshaw
Daniel Rasmussen
Richard Hoyle
Kennedy Todosichuk
Russell Pahl

Furqan Ahmed
Muhammad Ali Gondal
Ziad Khan
Saeed Khawaja
Dan Leontin Popia
Jason Parrell
Chris O'Halloran

This Agreement was ratified on ***October 15th, 2024.***

Letters of Understanding

Letter of Understanding # 1 – First Contract

1.01 Codifying Pre-Unionization Rights and Privileges

The Company agrees that the intention of the parties is to ensure that Owner Operators, in addition to the improvements to their terms and conditions set out in this Collective Agreement, continue to enjoy no less than the remuneration, rights, entitlements, privileges, and/or benefits provided before recognition and/or certification of the Union.

In the event that the negotiation of this First Collective Agreement, by omission or error, has failed to account for any aspect of Owner Operators' pre-unionization remuneration, rights, entitlements, privileges, and/or benefits, all relevant information about the issue shall be shared with the Union by the Company so that it can be fairly and transparently investigated and addressed.

1.02 Fresh Start and Personal File

The Company agrees that upon ratification, all Owner Operators engaged at the date of certification shall have their disciplinary records fully expunged from their contract files and any other files that may exist.

The following provision shall take effect immediately upon Union ratification.

1.03 Reposting Work

The Company agrees that following ratification it will re-post all work currently being performed by agents and allow Owner Operators an opportunity to bid on that work.

- 1.04 Within two (2) weeks of ratification the Union shall schedule a meeting with current Owner Operators. The Union Representative, at this meeting, shall require each Owner Operator to fill out all necessary documentation to secure Union membership. The Company agrees this meeting may occur on Company premises.

Any Owner Operator who does not make arrangements to sign a Union membership, within two (2) weeks following ratification, will be placed out of service. If the Owner Operator does not complete and sign the Union membership form, within six (6) months of ratification, the Company shall terminate their contract.

- 1.05 The Company agrees to discontinue all process, legacy, administrative or any other fees from Owner Operator's Pay.

1.06 Banks Bonus

Eight hundred (\$800.00) dollars lump sum to be paid to all Owner Operators who own a bank run and are active on the date of ratification. Payment will be made within thirty (30) days following ratification.

Letter of Understanding # 2 – Cap On Indirect Driver Routes

Owner Operators Over the Cap

Any Owner Operator who currently, as of the date of ratification, has more than three (3) indirect drivers assigned to work concurrently will be permitted to continue performing this work. It is agreed that they will be prohibited from bidding on and assigning additional work until they are under the cap outlined in Article 24.02.

Cap Reopener

Within six (6) months of the third year following the date of ratification, either party may give notice to the other party to negotiate changes to the Cap outlined in Article 24.02.

If the parties are unable to agree on what changes are needed to the Cap language outlined in Article 24.02, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.

The parties will agree to the appointment of the interest arbitrator.

Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.

The final offer selection arbitrator shall hear submissions from each of the Parties and then select one (1) of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Company's business, and the interests raised in bargaining.

Letter of Understanding # 3 – Signing Bonus

One thousand (\$1,000.00) dollars lump sum to be paid to all Owner Operators active on the date of ratification. Payment will be made within thirty (30) days following ratification.

Five hundred (\$500.00) dollars lump sum to be paid to all Owner Operators active on January 1st, 2027. Payment will be made the first settlement period of 2027.

Signed this _____ day of _____, **2024.**

For the Company:

For the Union:

Company Committee:

Union Committee:

Luke Henshaw
Daniel Rasmussen
Richard Hoyle
Kennedy Todosichuk
Russell Pahl

Furqan Ahmed
Muhammad Ali Gondal
Ziad Khan
Saeed Khawaja
Dan Leontin Popia
Jason Parrell
Chris O'Halloran

This Agreement was ratified on ***October 15th, 2024.***