NATIONAL MASTER TFORCE FREIGHT AGREEMENT

For the Period of
August 1, 2023 through July 31, 2028

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NATIONAL MASTER
TFORCE FREIGHT AGREEMENT

For the period of
August 1, 2023 through July 31, 2028

Between

TForce Freight, herein referred to as the "Employer" and/or "Company", and the TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE, hereinafter referred to as TNFINC, representing Local Unions affiliated with the International Brotherhood of Teamsters.

ARTICLE 1
PARTIES TO THE AGREEMENT

Section 1. Employees Covered

This Agreement covers, where already recognized, those employees who are employed as drivers, either over-the-road or city, as well as those employees engaged in dock and clerical work. A list of locations at which the TNFINC has been recognized is appended to this Agreement as Addendum A.

Section 2. Operations Covered

The execution of this Agreement on the part of the Employer shall cover all employees of the Company in the bargaining unit at any existing terminals at which the TNFINC has been certified or recognized as the collective bargaining representative. The Locals designated by the TNFINC to administer the Agreement shall also be deemed parties to this Agreement (collectively TNFINC and the Locals may be referred herein as "the Union").

Section 3. Transfer of Company Title or Interest

In the event the Company is sold or any part of its operations covered by this Agreement is transferred, the Company shall give notice to the TNFINC to the extent required by applicable law.

Article 1

The Company shall give notice of the existence of this Agreement to any entity involved in the sale or other transaction by which the operation covered by this, or any part thereof, may be transferred. Such notice shall be in writing, with a copy to the TNFINC, at the time of the purchase and sale negotiation are made known to the public or the Company executes a contract or transaction as herein described, whichever first occurs. The Company agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. The Company further agrees that, prior to the closing of any such transaction, regardless of how such is structured, it shall obtain the written agreement by the acquiring entity(ies) involved in such transaction to be bound by all of the terms and obligations of this Agreement. The TNFINC shall also be advised of the exact nature of the transaction, not including financial details.

Section 4. Additions to Operations

In the event the Company engages in an acquisition, merger, or any other transaction by which it possesses any control over another company or operation that generally performs the same type of operations as those covered by this Agreement, the acquired operation shall immediately be covered by this Agreement and be absorbed and blended into the covered operations without a showing of majority support unless prohibited by law. (If the acquired operation is legally prohibited from immediately being covered by this Agreement without a showing of majority support, Article 2, Section 2 shall apply.) The employees shall be endtailed into the unit unless determined otherwise by a decision of the Change of Operations Committee.

The Company will not engage in any acquisition, sale, lease, merger or other corporate transaction that would have the effect of removing the unit or any portion thereof from representation by the Union.

ARTICLE 2
SCOPE OF AGREEMENT

Section 1. Agreement

The execution of this Agreement on the part of the Company shall apply to the job classifications defined and set forth in this Agreement.

Section 2. Non-Covered Units

This Agreement shall not be applicable to those operations of the Company where the employees are covered by a collective bargaining agreement with a union not signatory to this Agreement, or to those employees who have not designated a signatory union as their collective bargaining agent. In those locations or for those classifications where the Union (or any IBT affiliate) is not recognized, the Company shall not oppose unionization efforts of the employees, shall not conduct or sponsor "vote no" or other anti-union conduct, and shall allow the union (or its designees) reasonable access to the work premises in order to collect authorization cards. Where the Union possesses authorization cards demonstrating that it has majority support in an appropriate bargaining unit, the parties shall submit the matter to an arbitrator for verification. Upon verification, the Company shall recognize the Union.

Section 3. Accretions

Notwithstanding the foregoing paragraphs, the provisions of this Agreement shall be applied without evidence of Union representation of the employees involved, to all subsequent additions to, and extensions of, current operations covered by this Agreement, which adjoin and are controlled and utilized as a part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as a part of such current operation. In the event the parties fail to agree on whether an accretion under this Section is appropriate, the exclusive method of resolving the dispute shall be that either party may refer the issue to the National Labor Relations Board for determination. If, however, the NLRB determines that an accretion exists, any back pay and benefits shall be retroactive to the date the accreted operation became active.

ARTICLE 3
RECOGNITION, UNION SHOP, AND CHECKOFF

Section 1. Recognition

(a) The Employer recognizes and acknowledges that the Teamsters National Freight Industry Negotiating Committee, and Local

Article 3

Unions affiliated with the International Brotherhood of Teamsters are the exclusive representative of all employees of the Employer in covered classifications. The employees covered by this Agreement shall constitute one (1) bargaining unit. The Local Unions designated by the TNFINC to represent the covered employees shall be parties to this Agreement.

(b) When the Employer needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Business agents and/or a steward shall be permitted to attend new employee orientations. The Employer agrees to provide the Local Union at least one week's notice of the date, time, and location of such orientation. The sole purpose of the business agent's or steward's attendance shall be to encourage new employees to join the Union.

Section 2. Union Shop and Dues

(a) All present employees who are members of the Local Union on the effective date of this Subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. In order to assist the Local Unions in maintaining current and accurate membership records, the Employer will furnish the appropriate Local Union a list of new employees. The Employer agrees to notify the Local Union within thirty (30) days of hiring a new employee. This notification will be made in conjunction with the new employee listing. The list will include the name, address, social security number, date of hire, Service Center to which assigned, shift, and classification or position hired into, along with current pay rate. The list will be provided on a monthly basis. All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this subsection, or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or

thereafter maintain, membership in the Union, as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members, and further that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.

(b) No provision of Section 2(a) of this Article shall apply to the extent that it may be prohibited by state law. In the event Subsection (a) above may not be validly applied, the Employer agrees to recommend to all new employees that they become members of the Union and maintain such membership during the life of this Agreement.

Section 3. Dues Checkoff

The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Local Union having jurisdiction over such employees. The Local Union will electronically provide the Employer a weekly amount to be deducted from each employee. The Local Union will individually specify the weekly amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Local Union will notify the Employer the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Employer for the benefit of the Local Union must be received at least one (1) month prior to the date the deduction is to be made. The obligation of the Local Union to provide this information shall be satisfied by the transmission of a computer file in mutually agreeable format.

The Employer shall make no deductions that are not listed on the Local Union's monthly or weekly checkoff statement in those locations which send a checkoff statement to the Employer. In the event the Employer improperly deducts too much dues money, the amount improperly withheld shall be remitted to the involved employee(s) on the second (2nd) scheduled workday following notifi-

cation to the Employer. The Local Union(s) shall return any overpayment(s) to the Employer within one (1) week following written notification from the Employer.

The Employer will provide a remittance to the Local Union within fifteen (15) days following the check date the deduction was taken. With each remittance, the Employer shall submit a report listing all employees alphabetically with their social security number and job classification. For those employees who had no deduction for the week, the Employer will provide a reason. In the event the Local Union does not want to receive a weekly remittance, the Employer will provide a monthly remittance by the fifteenth (15th) day of the following month.

However, if this option is chosen, the Employer will still make weekly deductions as described above.

Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan for DRIVE.

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The Employer will remit

amounts deducted to the applicable credit union once each week. The amount so deducted shall be remitted to the applicable credit union once each month or weekly. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 4
STEWARDS

The Company recognizes the right of the Local Union to designate job stewards and alternates from the Company's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with his/her Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate Local Union action;

(c) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

1. have been reduced to writing; or

2. if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company's business.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Company and its employees, the Company reaffirms its commitment to the active involvement of Union Stewards in such processes in accordance with the terms of this Article.

Article 4

There shall be a steward or Union Representative present when requested by the employee. The Company will make every possible attempt to include a steward or Union Representative whenever it meets with the employee to conduct investigatory interviews which may result in discipline or discharge or to discuss a grievance. If a steward is unavailable, the employee may designate a bargaining unit member who is immediately available at the Service Center at the time of the meeting to be present. Meetings or interviews shall not begin until the steward, Union Representative, or designated available bargaining unit member, if requested, is present. An employee who does not want a Union Steward, Union Representative, or designated available bargaining unit member present at any meeting or interview where the employee has a right to Union representation, must waive Union representation in writing. If the Union requests a copy of the waiver, the Company shall promptly furnish it. The Local Union will be obligated to provide an adequate number of stewards per shift. What is "adequate" will be determined by the Local Union.

Stewards and alternates have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Local Union. The Company recognizes these limitations upon the authorized Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the designated alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement, he/she may be singled out for more serious discipline, up to and including discharge. Stewards and/or alternate stewards shall not be subject to discipline for performing any of the duties within the scope of their authority and defined in this Section, in the manner permitted by this Section.

The Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Company's operation. Upon notification to his/her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to

investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. The Company will make a reasonable effort to ensure that its operations are not interrupted by the steward's engaging in such activities. The Company shall not use interruption of its operation as a subterfuge for denying such right to the steward. Time spent in handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "job steward."

The Employer shall only be obligated to respond to information requests that are approved by the Business Agent of the Local Union assigned to represent employees covered by this Agreement.

The Company shall provide requested information within ten (10) calendar days. If the information cannot be provided in the ten (10) calendar day time frame, there will be a discussion between the Business Agent and the Labor Manager concerning when the information can be anticipated. Stewards, shall be entitled to receive copies of normal daily records maintained in the facility such as time logs, inspection data, bid sheets, schedules, dispatches, etc. Overly broad requests that are made by Steward will be reviewed and discussed between the Business Agent and Labor Manager prior to the request being supplied.

Union Stewards shall be allowed to wear a Union Steward pin while on the Employer's property.

In addition to the steward's rights as an employee, the Company will make a bonafide attempt to contact the applicable Business Agent or Local Union representative before dismissing a shop steward.

ARTICLE 5

Section 1. Seniority

Seniority is a critical component of this agreement and shall prevail unless expressly set forth otherwise.

Article 5

(a) Upon completion of the probationary period, the employee's seniority for all purposes shall be the first (1st) day worked as a probationary employee. Seniority shall be broken only by discharge, voluntary quit, normal retirement, or more than a three (3) year layoff, employees on workers compensation leave or other leave.

(b) A list of employees arranged in the order of his/her seniority shall be posted on the Union bulletin board no less often than once every six (6) months. A copy of the seniority posting shall be sent to the Local Union.

(c) Any controversy over the seniority standing of any employee on the seniority list shall be subject to the grievance procedure. An employee shall have thirty (30) days to protest his/her placement on the seniority list once it is first posted. If there is no written protest within this thirty (30) day period, the employee shall not have a right to challenge his/her placement on the list thereafter.

(d) For full-time employees there shall be two seniority lists, "local cartage" and "over-the-road". There shall also be a separate "casual local cartage" seniority list. Employees in the following classifications shall be included on the local cartage seniority list: all truck drivers, helpers, dock workers, jockeys, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery, and assembling of freight. The "over-the-road" seniority list shall include all over-the-road drivers whose primary job is to transport freight between the Employer's facilities. Nothing within this paragraph shall preclude the Company from requesting a road driver to make extra stops to pick up or deliver freight within a fifty (50) mile radius in connection with his/her regular run or performing other P&D work as the Company may assign. It is not the intent of the Company that this provision be utilized to diminish cartage employees' work. No local cartage city employee having a CDL can be forced on a road run that has a lay-down or forced to work on a sleeper team. In those Service Centers in which there are more local cartage CDL employees than CDL bids, Local Cartage employees holding a CDL shall be allowed to bid on all local cartage positions, both CDL and non-CDL. If there is an insufficient number of CDL qualified drivers to fill existing full time local

cartage CDL driving bids at the time of the bids, the junior CDL holder(s) will not be awarded the bid on the non-CDL jobs.

Road drivers who do not possess a scheduled run(s) with the same start time will have the option to pass on available loads if a road driver with less seniority is available to make the run provided there are more drivers than loads.

(e) The Company shall offer extra city or dock work to road employees who are on layoff and who are qualified and available for city or dock work prior to using casual employees, except where there is a mutually agreed procedure to the contrary. No road employee shall gain "local cartage" seniority under this provision, but he/she shall accrue Company seniority.

(f) The following shall apply to casual employees:

1. For employees hired after ratification of this Agreement, the first (1st) day of orientation as a casual will be the casual seniority date. If more than one (1) employee starts orientation on the same date, seniority shall be determined by application date and time.

2. A casual employee laid off due to lack of work for less than one (1) year will retain his/her casual seniority. Company and job classification seniority shall be lost due to discharge, voluntary quit or retirement.

3. The date a casual employee obtains full-time employment shall be the employee's regular seniority date.

4. A casual employee whose layoff exceeds one (1) year shall be considered to have been terminated and shall lose seniority, but may reapply for employment.

5. A full-time employee's seniority shall prevail over a casual employee's seniority in case of layoff.

6. It is not the intent to use a casual employee in lieu of a full-time employee.

7. If a full-time position is available for bid, and is not bid upon by a qualified regular full-time employee, the casual employee with the most seniority who bids on the position will be awarded the position if he/she meets the minimum qualifications of the position.

8. Casual employees will be laid off and recalled to his/her job classification in accordance with Section 2 below.

9. When a casual dockworker or combination of casual dockworkers works the same shift for eight (8) continuous hours forty (40) days in eighty (80) consecutive calendar days, other than as a temporary replacement for an employee on vacation or leave of absence, the Company shall create a full-time position that it may classify, at its discretion, as a full-time dock with CDL or full-time dock only; pay will be in accordance with Article 26.

10. When a casual clerical employee or a combination of casual clerical employees works the same shift for eight (8) continuous hours forty (40) days in eighty (80) consecutive calendar days, other than a temporary replacement for an employee on vacation or leave of absence, the Company shall create a full-time clerical position. Pay will be in accordance with Article 26.

11. In Sections 9 and 10 above, a temporary replacement employee is one that replaces an employee that is on vacation or leave of absence.

(g) In developing the initial Local Cartage seniority list referenced above, the Company shall use the employee's Company seniority date unless a particular employee transferred into his/her current Service Center from another Service Center. In such event, the employee's transfer date to the current Service Center shall be used to develop the seniority list.

(h) After road work has been offered within its classification, the following shall apply. If needed, the Employer shall post, for all qualified local cartage CDL employees a list of the road runs for vacation, sick/personal days and absence for any other reason. Upon completion of the covered work, the employee shall return to

his/her regular local cartage bid work. The vacancies must be for five (5) consecutive days and will be covered by the qualified local cartage employees that sign the list in Company seniority order.

(i) When a qualified jockey employee is forced into the jockey bid, the parties will meet for resolution, recognizing the principles of seniority.

(j) There will be no split shifts unless mutually agreed with the Local Union.

Section 2. Layoffs

(a) When it becomes necessary to reduce the working force, voluntary layoff will be offered in Company Seniority order to the employees in the classification being reduced. If an employee chooses to take a voluntary layoff, the employee will be issued a layoff letter and will be laid off. An employee that chooses to accept a voluntary layoff can return to work only after being off work for a minimum of four (4) weeks or sooner if recalled. The employee that has chosen voluntary layoff must give a seven (7) day written notice of his/her desire to return to work. The employee will only be allowed to return to work if a position is available or he/she has Company Seniority to displace the junior employee in the classification in which the layoff occurred. The employee will return at the beginning of a pay period on the shift available until all bidding has been completed by the Union Steward to return the employee to his/her previous bid or if that position no longer exists to any other position his/her seniority allows.

(b) If there are no employees electing to take a voluntary layoff, when it becomes necessary to reduce the working force, the last employee hired on the affected seniority list shall be laid off first, unless CDL qualifications are necessary. Such employee shall be entitled to notice of layoff in writing. Employees may go to the bottom of a new seniority list, if he/she has the company seniority to displace the junior employee on that seniority list. If the employee exercises the right to bump into the new seniority list and receives a recall notice under Section 3, the employee must return to the position from which he/she was laid off. (e.g. The bottom qual-

ified person on the Local Cartage Seniority List can bump the bottom person by company seniority on the Over the Road seniority list if the employee has more company seniority than the road driver.) Company benefits will be provided in accordance with the terms of the applicable SPD.

1. It is the parties' intent that the phrase ". . . last employee hired on the affected classification seniority list . . ." is a reference to the date an individual became a full-time employee with the Employer, not the date the employee entered the job classification in which the layoff may be occurring.

2. Employees who have voluntarily transferred from one (1) terminal to another, their transfer date will be their seniority date for bidding and lay-off purposes. The employee shall end-tail on the new seniority list, and shall maintain pre-transfer seniority for the purpose of determining benefits.

An employee on layoff will be offered work in any or all classifications (road, city, or dock) at his/her domicile ahead of any casual or probationary employees, provided he/she is available and qualified.

The Employer shall notify the stewards, and all affected employees, in advance of layoff or recall. The employer shall notify the business agent within seventy-two (72) hours of a layoff or recall in writing.

Laid off employees will have the option to transfer to a Service Center in a seventy-five (75) mile radius of his/her original terminal if there are openings available in his/her classification on a temporary (length of layoff) basis. If the employee chooses to transfer to the Service Center the employee will end tail on the seniority list at his/her new Service Center. Employees must return to his/her original terminal when recalled.

(c) Road drivers called in will be given two (2) hours to report to work, except for late call-offs from drivers on scheduled bid runs, or if service requires the load to be moved in less than two (2) hours.

(d) If a P&D driver's run is cut for the day, the P&D driver will have the option of (1) taking the day off pursuant to (e) below, or (2) displacing a P&D driver who starts at the same time or after them, if any. The displaced P&D driver may work ahead of a casual employee for available hours, provided the driver will be able to meet his/her next bid start time.

At any time the Company combines two (2) or more runs in the effort of cutting a bid for the day the most senior of the affected bid holders shall have the choice to run the combined bid or pass, provided his/her start times allow. The employee who does not run this combined route shall be allowed to exercise his/her right as provided in the above paragraph.

(e) When more than one (1) employee within a job classification requests a day off, the Company will offer any available time off in seniority order.

Section 3. Recall

Employees on layoff (including employees who exercised his/her right to bump) shall be recalled in the reverse order of his/her layoff, provided the employee is qualified to perform the work, if work is available. Notice of recall shall be mailed to the employee's last known address by certified mail, return receipt requested, and shall set forth the time and date the laid off employee is to report back to work. The employee shall have seven (7) calendar days from the date the return receipt is signed or attempted delivery is made, to contact the Employer and seven (7) calendar days to return to his/her previous job. In the event an employee fails to make himself/herself available for work at the end of the seven (7) calendar days, he/she shall lose all seniority rights under this Agreement.

Section 4. Posting

(a) Starting times, by classification will be posted for bid on the Union bulletin board on a semi-annual basis in June and December of each year. The bids will contain a description of the run or job. Bids shall remain posted for seven (7) calendar days, from Wednesday noon to Wednesday noon. The most senior employee bidding

on the job shall be awarded the bid. The Company retains all rights to change the contents of any job after the bid process as necessary to service its customers. If the start time of a job changes more than two (2) hours or more than one hundred (100) miles (total within a week) for an "over-the-road" driver, the job shall be subject to re-bid under paragraph (b) below. In addition, if a bid job is cancelled more than ten (10) times in a calendar month, the job shall be subject to re-bid under paragraph (b) as well, provided the employee holding the job does not decide to remain in the job. Further, nothing written in this paragraph shall preclude the Company from using local cartage drivers in another area if operationally necessary.

(b) Available new or vacated bargaining unit positions will be posted for seven (7) calendar days from Wednesday noon to Wednesday noon on the Union bulletin board. Such postings will include the start time and a description of the run for "over-the-road" jobs. The most senior employee bidding on the job who is below the employee currently holding the job on the seniority list shall be awarded the bid.

Over the Road and Local Cartage positions that have been vacated for thirty (30) calendar days or documentation has been provided that indicates that they will be out over thirty (30) days will be posted for bid for seven (7) calendar days from Wednesday noon to Wednesday noon on the Union bulletin board. Such postings will include the start time and a description of the run for "over-the-road" jobs. The most senior employee bidding on the job who is below the employee currently holding the job on the seniority list shall be awarded the bid.

The Company will abide by a bump and roll until all bids are satisfied by seniority. The bump and roll process will be performed by the Union Steward.

Copies of all completed bids shall be sent to the Local Union within ten (10) working days of completion.

(c) Employees who did not possess a CDL on April 7, 2008, including yard jockeys, shall continue to be red circled. All new full-time employees will be required to possess a valid CDL, unless express-

ly permitted elsewhere in the Agreement. Casual employees must possess a valid CDL before they will be eligible to be awarded a full-time job except as otherwise provided in this Article.

Section 5. Probationary Employees

(a) A probationary employee shall work under the provisions of this Agreement, but shall be employed on a trial basis until he/she completes forty-five (45) calendar days. Time spent in orientation shall not count toward the forty-five (45) calendar days. Time spent in orientation shall count toward the forty-five (45) calendar days in case of an employee who is hired, has a CDL, and is qualified to drive by the company.

(b) The Employer may not terminate a probationary employee for the purpose of evading this Agreement or discriminating against Union members.

Section 6. Purchase of Equipment

The Employer shall not require as a condition of continued employment that an employee purchase a truck, tractor, and/or tractor and trailer or other vehicular equipment, or that any employee purchase or assume any proprietary interest or other obligation of the business.

Section 7. Unassigned Work

Absent a written area agreement to the contrary, the following shall apply:

(a) Unassigned P&D drivers with the same start time will be offered the choice of P&D work in seniority order at the beginning of his/her shift. Unassigned work that is available during and at the end of the shift will be offered in seniority order to P&D drivers who are currently available and qualified. Drivers will decide promptly upon being offered a choice of work.

(b) When it becomes necessary to reduce the number of dock workers during a shift, unassigned dock work will be offered to dock workers who are waiting for assignment in seniority order, provided all contractual work guarantees are met and overtime status is equal.

(c) When requested, employees will be given the opportunity to leave work in seniority order when workforce reductions are made to the shift.

Section 8. Terminal to Terminal Transfer

The parties agree that an employee who becomes aware of an opening in any classification at another Service Center may choose, if he/she is qualified to voluntarily transfer, at his/her own expense. Employees in any CDL position will be allowed to voluntarily transfer to an opening at another Service Center in any CDL classification position, at his/her expense. The employee will only be allowed to transfer after his/her replacement has been hired, not to exceed forty-five (45) calendar days. Employees with a CDL who have been awarded the transfer will be given a seniority date at the time of the award. When multiple positions are awarded in one location, seniority will be in company seniority order regardless which employee arrives at the new domicile first. If more than one (1) employee expresses an interest in the position, seniority shall prevail. The employee shall end-tail on the new seniority list for bidding and terminal seniority and shall maintain pre-transfer seniority for the purpose of determining benefits. Beginning August 1, 2023, any employee utilizing the above regardless of past practice shall not dovetail his/her vacation bid when transferring voluntarily and not as part of a change of operations. The employee will assume the rate of pay for the classification of the Service Center that he/she is transferring to.

Section 9. Overtime Recall Trigger

On a weekly basis, the Employer shall be permitted to work the active seniority board 25% of the straight time hours in overtime. In the event the Employer exceeds the 25% overtime allowance, the number of overtime hours in excess of the allowance will be applied in the next following week for determining the number of employees to recall from lay-off, unless the reason for overtime is based upon unexcused absence within that classification.

Example:

10 city drivers: 40 hour work week—400 hours, 25% of the straight hours would equate to 100 hours, for a total of 500 hours. If the city

is 600 total hours with 10 city drivers, then the 100 hours would be in "excess" qualifying for an overtime trigger. Those 100 "excess" hours would be divided by 50 hours, which would require two (2) laid off drivers to be recalled (40 hours each, with 10 hours of Overtime (25%)).

Now, if an employee, or set of employees are out during that week on an unexcused absence, those straight hours would be deducted (8 hours per day, per employee).

Example from above with three (3) employees out on unexcused absence, one day a piece throughout that week, you take the 600 hours and subtract 24 hours (576 total hours) therefore 76 hours are in "excess" and that would be divided by 50, recalling the overtime trigger for one (1) driver to come back.

ARTICLE 6
SUSPENSION, DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Employees shall not be disciplined, suspended or discharged except for just cause. Except for offenses of extreme seriousness, employees shall be subject to progressive discipline, which shall require the Company to give at least one (1) advance warning notice of the complaint(s) against the employee to the employee in writing with a copy of the same to the Local Union.

If the parties are unable to resolve the discipline grievance under this Section at a local level hearing, the matter may be referred to the Union and Company Co-Chairs of the TForce Freight Regional Joint Grievance Panel for immediate review.

Section 2. Notification in Writing

When an employee is disciplined, suspended or discharged, the employee shall be notified in writing within ten (10) calendar days and the Union will be provided the information by email. Any employee discharged away from his/her home Service Center shall be pro-

vided expeditious transportation to his/her home Service Center at the Company's expense.

Section 3. Expiration of Prior Disciplinary Action for Future Use in Progressive Discipline

Any discipline as provided herein shall not remain in effect to support disciplinary action for a period of more than nine (9) months, except for discipline concerning vehicle accidents which will remain in effect for twelve (12) months. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

All warning letters issued by the Employer shall be deemed automatically protested by the Local Union on behalf of the employee. Warning letters will be held in abeyance until if and when subsequent discipline is issued.

Section 4. Prompt Action

The Employer must issue all discipline within ten (10) calendar days of knowledge of the underlying events, with the exception of issuing a letter of investigation regarding accidents. The letter of investigation must be made in writing within ten (10) calendar days of the date of the accident. In the event of a vehicle accident, the Employer, shall have up to twenty (20) days from the date of the accident to complete its investigation, and (10) additional days to take disciplinary action. During the period of the investigation the employee will be offered any available dock-work in his/her Service Center. The pay rate shall be the employee's normal rate. The twenty (20) days will be extended by mutual agreement between the Union and the Employer, as necessary, if relevant information is not available to the Employer. Agreement will not be unreasonably withheld. Drivers shall not be taken out of service or removed from their classification work for reported minor accidents. Minor accidents may subject the employee to progressive discipline.

All discipline must be issued within the time limits outlined in this Article. Failure to meet the time limits within this Article for

imposing discipline (e.g. 10 days or 30 days in the event of a vehicular accident) shall preclude the Employer from imposing discipline.

Section 5. Suspensions

Suspensions are to be served upon: (1) the employee's acceptance of the suspension; or (2) notification of a decision by the Regional Panel; or (3) failure of the employee to file a timely grievance.

ARTICLE 7
LOCAL, REGIONAL, AND NATIONAL GRIEVANCE PROCEDURES

Section 1.

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement.

Grievance procedures may be invoked only by the authorized Union or Employer representative.

Section 2.

Except in cases where an employee can be suspended or discharged without a warning letter, an employee subject to suspension or discharge shall be allowed to remain on the job, without loss of pay, unless and until the suspension or discharge is sustained under the grievance procedure. The Union agrees that it will not unreasonably delay the processing of such cases. An employee remaining on the job under this provision may be removed from service pending resolution of the matter if he/she commits another disciplinary offense for which he/she is subject to suspension or discharge without a warning letter under this Agreement. All grievances must be filed in writing with the Company within ten (10) calendar days.

Article 7

Section 3. Resolution of Grievances

In the event of a grievance related to any dispute as to the interpretation, application or observance of the provisions of this Agreement, it shall be handled in the following manner:

(a) The employee shall report it to his/her shop steward in writing, and the steward shall attempt to adjust the matter with the supervisor within two (2) working days.

(b) Failing to agree, the shop steward shall promptly report the matter to the Local Union. If there are pending grievances, the parties will schedule and conduct, at a minimum, a monthly Local Level Hearing for language and discipline grievances. The meeting dates and times may be extended by mutual agreement. Both parties will submit an Agenda of the grievances to be heard to the opposite party at least three (3) days prior to the scheduled Local Level Hearing. However, it is the intent of the parties that all open grievances shall be heard at each Local Level Hearing. In addition, cases involving out of service discharges will be scheduled and heard by mutual agreement of the parties or during the monthly Local Level Hearing, whichever can be scheduled in a more-timely manner.

(c) If the Local Union and the Company fail to reach a decision or agree upon a settlement in the matter at the Local Level Hearing, it may be submitted in writing within ten (10) working days to the appropriate TForce Freight Joint Grievance Panel (TFFJGP), as set forth in Section 5 below. Copies of the submissions will be provided to the applicable Labor Managers and to the Regional Grievance Committee Co-Chairs.

(d) A grievance to be heard by the appropriate TFFJGP must be in writing and submitted to the Panel Secretary thirteen (13) working days before the meeting of the Panel, with the exception of discharge grievances which may be submitted no less than five (5) working days before the meeting.

(e) In the event a majority of a Panel cannot agree upon a decision, other than a case covered by Section 5(g) below, the matter shall be considered deadlocked. In such event, the Union shall have the

right to request it to be heard by the National Grievance Panel (NGP) within ten (10) calendar days after receipt of the written decision. If an open grievance is not submitted to the NGP within the ten (10) days, it shall be considered resolved.

Section 4. Miscellaneous

All monetary grievances that have been resolved either by a decision from the Regional or National Panels, or by a settlement shall be paid within fourteen (14) calendar days following the date of the decision and/or settlement notification. If the grievance settlement is not received within fourteen (14) calendar days, the employee will notify management of the non-payment in writing. The Company will have seven (7) calendar days to make payment or the grievant(s) shall be entitled to an additional amount equal to one (1) day of his/her daily guarantee at his/her applicable rate of pay for every full pay period in which settlement is not paid, until corrected.

Confirmation of paid grievance settlements will be sent to the Local Union involved. Payment of grievance amount will be listed on the employee's payroll advisory. Payment for grievance settlement shall be taxed at the employee's regular withholding rate where legally permissible. All grievance settlements will be paid by a check separate from a payroll check.

The parties may extend any deadline imposed by this Article in writing by mutual agreement.

Section 5. Regional Grievance Panels

(a) There shall be four (4) TForce Freight Regional Joint Grievance Panels. The Panels shall be established based upon the corresponding geographical regions of the International Brotherhood of Teamsters: i.e., Eastern, Western, Central, and Southern.

(b) In order that each Panel may operate quickly and efficiently, the parties agree that a person who may or may not be a member of a Panel shall be mutually selected and designated to serve as Secretary. Each Panel shall have its own Secretary. The Secretary shall have no voice in making decisions and shall perform only the du-

ties assigned to him/her by the Panel. The Secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the Panel to each member of the Panel, the Employer and Local Unions whose case appears on the agenda. The Secretary shall attend the meeting to prepare and keep the minutes and mail copies of the minutes to the members of the Panel and shall also mail copies of the decision of the Panel to all TForce Freight representatives and Local Unions who are parties to this Agreement.

(c) A grievance to be heard by a Panel must be put in writing and submitted to the appropriate Secretary thirteen (13) days before the meeting of the Panel, with the exception of discharge grievances which may be submitted no less than five (5) working days before the meeting. The Parties further agree that no grievance or grievances shall be discussed except those which have been received by the Secretary of the Panel before the deadline set forth above. It is agreed that in order for a Panel to hear a case there shall be an equal number of Employer Committee members and Union Committee members sitting, not to exceed three (3) Union Committee members and three (3) Employer Committee members and not less than two (2) Union Committee members and two (2) Employer Committee members. The members of the Panel are to be selected from the overall geographical area covered by the Panel. The decision of the majority of the Panel hearing the case shall be binding on all parties.

(d) It is understood and agreed that the Employer representatives and the Local Union representatives who are representing the TForce Freight operation and/or Local Union involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel during the proceeding.

(e) If a Local Union dockets a case at a Regional Panel, the Company and the Union shall both be required to pay a fifty ($50.00) dollar docketing or hearing fee. The expenses for operating a Regional Panel shall be borne equally by all the covered Local Unions on a pro rata basis and Company operations which are covered by this Agreement. The parties reserve the right to modify the above fees or impose an assessment, by mutual consent.

(f) All unresolved grievances from Local Level hearings must be referred to the appropriate Regional Panel. A Local Level hearing to attempt to resolve the grievance must have been held prior to the case being docketed to the appropriate Regional Panel, provided the hearing was held pursuant to Section 3(b) above. A grievance protesting a suspension or discharge may be docketed by mutual agreement prior to the Local Level Grievance Hearings being held to comply with a Regional Panel cutoff date. Each Regional Panel will meet every three (3) months for a three (3) day period for the purpose of hearing grievances docketed on the agenda. During this three (3) day period, the Panel will hear cases in the following order: discharges, suspensions, and regular cases; provided however, that regular cases shall be heard at least on the third (3rd) day. The Company may not postpone a discharge case in which the Grievant is off the job, provided a local hearing has been conducted.

Upon the request of either chairman and by mutual agreement of both chairmen, the Regional Panel will hear discharge and suspension cases on Tuesday, Wednesday and Thursday, if necessary, in order to clear the docket. In these month(s), there will be a second (2nd) Regional Panel established on the same days to hear regular cases on Tuesday, Wednesday and Thursday. Such request will be limited to two (2) times a year unless otherwise mutually agreed to by both the Company and the Union chairmen.

After one (1) year, the Co-Chairs of the Regional Panels shall evaluate whether meeting every three (3) months is effectively and expeditiously resolving pending grievances. If not, the schedule will be reverted to every two (2) months by mutual agreement.

(g) On discharge and suspension cases only, an impartial arbitrator will sit as a fifth (5th) or seventh (7th) Panel member of the Regional Panel and shall render a bench decision on all deadlocked cases. The parties shall mutually agree to a panel of arbitrators. If the parties are unable to agree, each party shall submit a list of seven (7) arbitrators and shall alternately strike until at least three (3) are selected. Individual arbitrators are subject to review and dismissal by either party upon thirty (30) days-notice and will be replaced. Any arbitrator's decision that involves the interpretation of this Agree-

ment, other than Article 6, may be reviewed by the NGP subject to the criteria and procedures set forth in Section 6(b) below.

Section 6. National Grievance Panel

(a) Cases deadlocked at a Regional Panel may be submitted to the NGP for decisions. The NGP shall be composed of an equal number of Employer and Union representatives. It shall meet at least three (3) times per year on mutually agreed upon dates and locations. The NGP shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report the final decision or approval, however, to be made by the NGP. If the NGP resolves any dispute by a majority vote of those present and voting, such decision shall be final and binding upon all parties.

(b) The Union and Employer may under this Section review and reverse, if necessary, decisions by any regional or local grievance committee which interprets Master language erroneously.

The NGP may consider and review decisions raising an issue of interpretation of language which are submitted by the Union (either the Chair of the TFFNC or his designee) or the designated Employer representative. The NGP shall have the authority to reverse and set aside the majority decision of any regional panel, local decision or Regional Panel arbitrator's award if, in its opinion, such decision is contrary to the language of this Agreement. The decision of the NGP shall be final and binding. The NGP shall determine whether a decision submitted to it raises an issue of interpretation of Master Agreement language.

In order for such cases to be reviewed, the decision must interpret language of this Agreement and set a precedent for future grievances. In addition, a reasonable case must be made that the lower Panel interpretation was contrary to the true meaning of the Agreement. If the NGP deadlocks on whether a decision meets these criteria, arbitration may be requested as set forth below, unless the review concerns a Regional Panel arbitrator's opinion.

Prior to such cases being placed on the master docket, the moving party (either the Chair of the TFFNC or his designee) or the desig-

nated Employer representative shall confer with his counterpart and discuss the matter.

(c) Where the NGP fails to reach a majority decision as to any case submitted pursuant to this Article, either party shall have the right to refer the case to binding arbitration. Either party wishing to submit a grievance to arbitration must do so within ten (10) days of receipt by mail or hand delivery of the NGP deadlock decision. Unless the parties mutually agree otherwise, any arbitrator proposed by the Employer or Union must be a member of the National Academy of Arbitrators. All aspects of the arbitration procedure shall be governed by the Rules of the American Arbitration Association.

(d) The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her but shall not have the authority to amend or modify this Agreement to establish new terms or conditions of employment.

(e) The parties reserve the right to modify the above schedules, fees and/or assessments for Regional and NGP meetings by mutual consent.

(f) If the Company refuses to abide by a decision of any National Grievance Panel (NGP) or arbitrator decision and/or award, including if it seeks court review of such a decision, or otherwise fails to participate in the grievance/arbitration procedure, the Union shall be relieved of any no-strike obligation, upon one hundred twenty (120) hours written notice to the Company of the Union's intent to strike.

ARTICLE 8
PROTECTION OF RIGHTS

Section 1. Picket Lines: Sympathetic Action

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action (including but not limited to the temporary or permanent replacement of any employee) in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions

party to this Agreement, and including primary picket lines at the Employer's places of business, and the Employer shall not direct any employee to cross a primary picket line.

Section 2. Struck Goods

It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

Section 3. Civil Protest

In the event of a civil disruption in the local community, it shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action, or permanent replacement if any employee refuses to perform any services where they reasonably believe that they are in imminent danger, if the employee contacts the terminal or Company.

ARTICLE 9
LOSS OR DAMAGE

Section 1.

Employees shall not be held responsible, or required to assume liability, for loss or damage or stolen property except in the case of stolen property where the employee is proven in a criminal action to have stolen the property. Nor shall an employee be liable for any loss or damage of equipment under any conditions or for any damage to cargo as a result of any vehicular accident.

ARTICLE 10
BOND AND INSURANCE

Section 1. Bonds

Should the Company require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid

by the Company. The primary obligation to procure the bonds shall be on the Company. If the Company cannot arrange for a bond within ninety (90) days, it must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

Section 2. Insurance

Every driver of a commercial motor vehicle must maintain a Commercial Drivers License and be covered by insurance. If the Company cannot cover a driver under an existing fleet policy, the Company will promptly apply to the state assigned risk-pool to provide any comparable coverage. During the pendency of the application and until insurance is obtained, the driver will not be terminated, but will be taken out of driving service.

ARTICLE 11
UNIFORMS

The Company agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform, including uniform shorts, shall be furnished by the Company, free of charge, at the standard required by the Company. The Company will consider purchasing uniforms made in the United States by union vendors.

The Company shall replace all clothing, glasses, hearing aids and/or dentures not covered by Company insurance or workers' compensation which are destroyed or damaged in a wreck or fire with Company equipment while on Company business.

Article 11

The Company has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.

The Company shall place an order for replacement uniform parts within one (1) week of the date upon which an employee shows worn items to his/her manager. The worn items will be exchanged with replacement uniform parts when the Company receives the replacements from the vendor.

Employees may wear Union buttons, badges, pins or insignia on his/her work clothing on the employer's premises.

All required footwear shall meet the requirements and specifications in "American National Standard for Personal Protection-Protective Footwear," ANSI Z41-1999 or American Society for Testing and Materials (ASTM) F2413-05. The Company will not require any employee to wear shoe caps/footguards.

ARTICLE 12
PASSENGERS

No driver shall allow anyone to ride on his/her truck except by authorization of the Company, or except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people (including the driver) shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken-down motor equipment and transporting them to the first (1st) available point of communication, repair, lodging or available medical attention. Nor shall this prohibit the transportation of other drivers from the Company at a delivery point or Service Center to a restaurant for meals.

ARTICLE 13
COMPENSATION CLAIMS

(a) The Company agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. Upon request by an employee

injured on-the-job, the Company will provide information outlining the procedure for submitting a workers' compensation claim. The employee shall notify the Company of his/her status regarding his/her ability to return to employment after each doctor's visit.

(b) Road drivers sustaining an injury while being transported in Company provided transportation for Company purposes at a layover Service Center shall be considered as having been injured on the job.

(c) In the event that an employee sustains an occupational illness or injury while on a run away from his/her home Service Center, the Company shall obtain medical treatment for the employee, if necessary, and, thereafter will provide transportation by bus, train, plane, or automobile to his/her home Service Center if and when directed by a medical provider.

(d) The Company agrees to provide any employee injured locally immediate transportation at the time of the injury, from the job to the nearest appropriate medical facility and return to the job, or to his/her home, if required. In no case shall a representative of the Company be permitted to accompany the injured worker while he/she is being examined or receiving treatment by the medical provider, unless requested by the employee.

(e) In the event of a fatality arising in the course of employment, while away from the home Service Center, the Company shall return the deceased to his/her home at the point of domicile.

(f) The Company may publish reasonable safety rules and procedures, provide the Local Union with a copy and require employees to acknowledge in writing that he/she has received such rules and procedures. Failure to observe such reasonable rules and/or procedures shall subject the employee to disciplinary action.

(g) An employee who is sent home by the Company as a result of an injury on the job, or is sent to a hospital, or who must obtain medical attention that day, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a

compensation injury who is required by the worker's compensation medical provider to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

(h) Modified Work:

The Company may continue a modified work program on a non-discriminatory basis. This program is designed to provide temporary opportunity to those employees who are unable to perform his/her normal work assignments due to an on-the-job injury. The parties have agreed upon modified work duties that may be performed, which shall not infringe upon bargaining unit work and may only be modified by mutual agreement between the Company and Union Chairs, or approval from the Local Union.

The Employer shall automatically send a letter to TeamCare and the employee notifying them 20-30 days prior to when the employer's obligation to continue medical coverage is expiring so that the employee can make appropriate arrangements to self-pay if necessary to continue health coverage. Failure to provide such advance notice shall render the employer responsible for continuing coverage until such a letter is issued.

(i) Permanently Disabled Employees

The Parties agree to abide by the provisions of the Americans with Disabilities Act (ADA). The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified bargaining unit employee.

The Company shall make a good faith effort to comply in a timely manner with requests for a reasonable accommodation because of a permanent disability. Any grievance concerning the accommodation not resolved at the center level hearing will be referred to the appropriate Union and Company Co-Chairs for the Local Area or to the Region Grievance Committee, if applicable. If not resolved at that level within ten (10) days, the grievance shall be submitted directly to the National Master TForce Freight Committee.

If the Company claims that the individual does not fall within the protections of the Americans with Disabilities Act, then the grievance must follow the normal grievance procedure in order to resolve that issue before it can be docketed with the National Master TForce Freight Committee.

Any claim in dispute concerning rights under this Section shall be addressed under the grievance and arbitration procedures of this Agreement. A grievance may be filed by an employee or the Union. The submission of a claim under this Section to the grievance and arbitration procedures of the Agreement shall not prohibit or impede an employee or the Union from pursuing his/her statutory rights under the Americans with Disabilities Act or comparable state or local laws.

The parties agree that appropriate accommodations under this Section are to be determined on a case-by-case basis.

If a full-time employee cannot be reasonably accommodated in a full-time job, the Company may offer a part-time job as a reasonable accommodation if the employee is qualified and meets the essential functions of the job. If the employee accepts the part-time accommodation, the employee will be placed into the applicable part-time health & welfare and pension programs, will be paid the appropriate part-time rate for the job performed based on his/her Company seniority, and will receive the part-time contractual entitlements as per the National Master TForce Freight Agreement using his/her Company seniority date. This placement will not prohibit the employee from bidding on future full-time jobs for which he/she is qualified and meets the essential functions of the job. Should the employee not accept the part-time reasonable accommodation, he/she shall be allowed to be inactive for three (3) years. During those three (3) years, he/she shall have the ability to return to his/her job should he/she become able to perform the essential functions of the job with or without a reasonable accommodation, have the ability to bid on openings as his/her seniority allows, providing he/she can perform the essential functions of that job, and have the ability to accept the part-time accommodation referenced above. After three (3) years, his/her seniority shall be considered

broken. Said employee shall be entitled to receive long term disability and workers' compensation in accordance with the terms of the applicable plan.

ARTICLE 14
MILITARY CLAUSE

Section 1. USERRA Rights

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.

Section 2. Vacation Restoration

Employees on USERRA-approved military leave shall continue to accrue vacation to be used upon return as set forth below. To be eligible for accrual, employees must be (i) employed by TForce Freight for at least one (1) year, (ii) be a member of the uniformed services at time of call up, and (iii) be called onto active duty (other than for training) for a period of service exceeding thirty (30) days pursuant to any provision of law because of a war or national emergency declared by the President of the United States or Congress. An eligible employee returning to work as per USERRA shall be

entitled to annual vacation for the remainder of that contractual vacation period based on the number of weeks to which he/she is entitled for years of service and the quarter in the current contractual vacation period in which the employee returns from eligible military leave, as follows:

No. Wks.	Q1	Q2	Q3	Q4
5	5	3	2	1
4	4	3	2	1
3	3	2	1	1
2	2	1	1	1

In no event shall the employee have less than one (1) week of vacation available upon his/her return.

For the next contractual vacation period, the employee shall be credited with the vacation he/she would have accrued while he/she was on military leave. In no event shall the employee have less than he/she is entitled to based on total years of service according to Article 25.

The treatment of unused vacation and the scheduling of vacation shall be in accordance with Article 25. The employee may request the payout of vacation upon notification that he/she is taking USERRA qualified military leave or at any time during an approved USERRA qualified military leave, such request will not be denied.

Section 3. Notification of Leave

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.

Section 4. Spousal Transfer Rights

In the event an active member of the military is transferred to a different geographic location and his/her spouse works for the Employer, the employee may submit a written request to the Employer

to transfer to the same geographical area. The transfer shall be approved subject to the following conditions:

a. A full or part-time opening, as applicable, in the job classification exists at the desired location. The position must be one that an existing employee does not have a right to be awarded.

b. Job classification seniority is end-tailed.

c. Company seniority is retained for the purposes of the number of weeks of vacation, holiday eligibility, and benefit purposes.

d. The transfer must be requested in advance of the relocation to ensure that there is no break in service by the transferring employee. If no permanent position is available at the time of the relocation, the provisions of paragraph a. above shall apply for a maximum of five (5) months.

e. The Employer shall not be responsible for any moving expenses or work missed by the employee.

ARTICLE 15
EQUIPMENT AND SAFETY

Section 1. Safe Equipment

The Company shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified.

It shall also not be a violation of this Agreement or considered an unjustified refusal where employees refuse to operate a vehicle when such operation constitutes a violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehen-

sion of serious injury to himself/herself or the public due to the unsafe condition of such equipment. The Company shall be responsible for any citation issued if it occurred through no fault of the driver.

Repairs to equipment will be certified on the Vehicle Condition Report.

Section 2. Dangerous Conditions

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property or in violation of any applicable statute or court order, or in violation of government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo hauled or handled.

Section 3. Accident Reports

Any employee involved in any accident or cargo spill incident, involving any hazardous or potentially polluting product, shall immediately report said accident or spill incident and any physical injury sustained. The employee, as soon as possible, or at the latest before the end of the shift during which the accident or incident occurs, shall make out an accident or incident report in writing on forms furnished by the Company and shall turn in all available names and addresses of witnesses to the accident or incident. The employee shall receive a copy of the accident or incident report that he/she submits to the Company if requested. Failure to comply with this provision shall subject such employee to disciplinary action.

In the event of a vehicle accident, the Employer shall have twenty (20) calendar days to complete its investigation, and requested in writing within 10 calendar days of the accident, and ten (10) calendar days to take disciplinary action, if any, unless otherwise mutually agreed. Except for serious accidents, where the driver may be presumed to be at fault, a driver will not be removed from the payroll during an investigation of the accident. During the period of the investigation, the employee will be offered any available dockwork in his/her Service Center. The pay rate shall be his/her bid classification rate.

Article 15

A serious accident is defined as one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle, or;

4. There is an accident involving a motor vehicle on Company property, outside of any building, that results in a fatality or bodily injury to a person, who as a result of the injury receives medical treatment away from the scene of the accident.

The Employer and the Union mutually agree that the employee's rights to Union representation will be protected pursuant to Article 4 of the National Master TForce Freight Agreement.

Section 4. Equipment Reports

All equipment which is refused, or has been written up for repair, because not mechanically sound or properly equipped, shall be appropriately tagged, and placed out of service, so that it cannot be used by other drivers, or employees, until the Automotive/Maintenance Department has adjusted the complaint. Repairs to equipment will be certified on the Vehicle Condition Report.

Employees shall immediately, or at the end of their shifts, report all known defects of equipment on a suitable form furnished by the Employer. The Employer shall not ask or require any employee to utilize equipment that has been reported by any other employee as being in an unsafe condition. Such equipment will be red tagged, as necessary, by automotive/maintenance personnel. The tag must not be removed until the Automotive/Maintenance Department has determined that the vehicle/equipment is in a safe operating condition or, where no Automotive/Maintenance Department exists, qualified management will make the deciding determination. Management

not qualified to make such a determination, will consult with qualified automotive/maintenance personnel before removing a red tag. The person making the decision will sign off the vehicle condition report or other form required by law. Any automotive/maintenance person consulted will be noted on this report.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle/equipment being in unsafe working or operating condition and receives no consideration from the Employer, the employee shall take the matter up with an officer of the Union, who will take the matter up with the Employer. But in no event shall an employee be required to operate a vehicle/equipment that is unsafe or in violation of any federal, state or local, rules, regulations, standards or orders applicable to equipment or commercial motor vehicles.

Copies of the Driver Vehicle Inspection Reports (DVIR) will be available in Service Centers for review by drivers. Upon notification, drivers may make copies of said reports in facilities that have copy equipment. In facilities with no copy equipment, the employee will be provided a copy as soon as practical, when requested. In no case will the copy of the DVIR remain valid after the DOT retention requirement (ninety (90) days) or the original DVIR expires. The current DVIR will be maintained in each vehicle between completion of Preventative Maintenance Inspections (PMI). Other copies will be made available for review by drivers as required by the Federal Motor Carrier Safety Act (FMCS), 49 CFR 396, as applicable to the Employer.

In cases where the electronic Driver Vehicle Inspection Report (eDVIR) has been installed, drivers can view previous reports from the Data Terminal

Section 5. Qualifications on Equipment

If the Company or government agency requests a regular employee to qualify on equipment requiring a classified or special license, or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with the Company, the Company shall allow such regular employee

the use of the equipment so required in order to take the examination on the employee's own time. Costs of such license required by government agency will be paid for by the employee.

Section 6. Hazardous Materials Program

The parties agree to comply with the Company's Hazardous Materials Program. The parties agree that the Company will be responsible for the development and implementation of procedures subject to federal, state and local laws regarding the handling of hazardous materials.

Section 7. Union Liability

Nothing in this Agreement relating to health, safety or training rules or standards shall create any liability or responsibility on behalf of the Union for any job-related injury or accident to any employee or any other person. Further, the Company will not commence legal action against the Union as a result of the Union's negotiation of safety standards contained in this Agreement or failure to properly investigate or follow-up Company compliance with those safety standards.

Section 8. Government Required Safety & Health Reports

The Company shall provide upon written request by the Local Union, a copy of any occupational incident report that is required to be filed with a federal government agency on safety and health subjects addressed by this Article only. Such reports shall be free of charge.

Section 9. Equipment Requirements

(a) All vehicular equipment added after the effective date of this Agreement will be equipped with air conditioning and power steering. The Company will not purchase new diesel powered forklifts unless the National Institute for Occupational Safety and Health concludes that diesel is or can be made as safe and healthy as alternative fuels. Such forklifts will be maintained in proper operating conditions.

(b) The Employer shall install heaters and defrosters on all trucks and tractors.

(c) There shall be first-line tires on the steering axle of all road and local pick-up and delivery power units. In case of breakdown a temporary replacement other than a first-line tire may be used to return to the home terminal.

(d) All new road equipment regularly assigned to the fleet shall be equipped with an air-ride seat on the driver's side. Such equipment shall be maintained in reasonable operating condition. All new air-ride seats shall oscillate and have an adjustable lumbar support, height, backrest and seat tilt.

(e) When the Employer weighs a trailer, the over-the-road driver shall be furnished the resulting weight information along with his/her driver's orders.

(f) All road and city equipment shall have a speedometer operating with reasonable accuracy.

(g) The Employer and the Union recognize the need for safe and efficient twin-trailer operations.

Accordingly, the parties agree to the following:

1. Dollies shall be counter-balanced or equipped with a crank-down wheel to support the weight of the dolly tongue.

2. Whenever possible, the Employer will hook up the heaviest trailer in front in twin-trailer operations. In those instances where it is not possible because of an intermediate drop of less than one hundred fifty (150) miles or scaling of the drive axle, the driver after driving the unit at any point on the trip, determines, at his/her sole discretion, the unit does not handle properly, may have the Employer switch the unit or authorize the driver to switch the unit and be paid for such time.

(h) All newly manufactured road tractors regularly assigned to the fleet after the effective date of this Agreement shall be equipped with heated mirrors. However, it shall not be a violation of this provision for the tractor to be dispatched to the next Employer point of repair if the heated and/or power mirror is inoperative.

(i) All new diesel tractors and new yard equipment shall be equipped with vertical exhaust stacks.

(j) All new road and city tractors shall be equipped with large spot mirrors (6" minimum) on both sides of the tractor upon and after the effective date of this Agreement.

(k) Large fans shall (based on facility size) be made available on the docks during extreme high temperature weather (i.e. any two (2) months where a terminal has an average temperature index exceeding ninety (90) degrees). The Union and the Company Co-Chairs will determine to which terminals this subsection applies.

(l) Speed governors, including cruise control and pedal speed, for road tractors shall be adjusted to allow for speeds set at seventy (70) miles per hour.

(m) For sleeper teams, idling, where permitted by law, shall not be restricted when necessary for rest or sleep comfort.

(n) All yard areas are to be clear and free from debris; potholes and other hazards will be addressed.

Section 10. Distracted Drivers

The Employer and Union recognize that there are various federal, state and local statutes, regulations and ordinances on the use of handheld devices while a commercial motor vehicle is in motion. In the interest of the safety of our drivers and the general public, drivers must comply with the applicable restrictions. The Employer will use its best efforts to educate drivers on the restrictions applicable in each geographic area.

If permitted by local, state and/or federal law, headsets, Bluetooth ear pieces, cell phones, CB radios, and earphones that are used in moving vehicles for hands free phone conversations shall only cover one (1) ear. They may not be used for any other purpose other than hands free phone conversations.

Section 11. Building Security

The Company shall have the right to implement and/or maintain building inbound and outbound security procedures on a local basis. The Company shall meet with the applicable local union(s) to review and discuss the procedures prior to any new implementation. The Company shall also take reasonable measures to provide secure areas for employee vehicles.

ARTICLE 16
EXAMINATION AND IDENTIFICATION FEES

Section 1. Required Examination

(a) Physical, mental or other examinations required by a government body, shall be promptly complied with by all employees; provided, however, the Employer shall not pay for any time spent in the case of applicants for jobs.

The Employer shall determine the medical provider that will perform the required examination and shall be responsible to these employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2) hours. Examinations are to be taken at the employee's home area and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations. The Employer shall pay for all such examinations for all regular and probationary employees.

Article 16

DOT medical cards must be obtained from any qualified medical provider designated by the Company. For those drivers subject to DOT regulations who possess a valid medical certificate from a designated DOT provider, the Employer shall pay for any additional physical, mental, or other examinations required by the Employer to confirm the validity of the medical certificate.

(b) It is understood by the Employer and the Union that once an employee notifies the Employer that he/she has been released to return to work by the employee's selected medical provider, the Company authorized medical provider must examine the employee within three (3) working days from the time the employee brings the return-to-work slip to the Employer. The Employer reserves the right to select its own medical provider.

The Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the medical provider selected by the Employer and the medical provider selected by the Employee, the Employer and Employee's medical providers shall together select a third (3rd) medical provider within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. Neither the Company nor the Union or employee will attempt to circumvent the decision. The expense of the third (3rd) medical provider shall be equally divided between the Employer and the Union. Disputes concerning back pay shall be subject to the grievance procedure.

If the third (3rd) medical provider agrees that the employee should be returned to work, the employee shall be reimbursed at his/her daily guarantee, less any other monies received back to the date of the examination by the Company medical provider. It shall exclude any time the employee was not available for examination or work.

Section 2. Identification Fees

Should the Company find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. Any such personal identification shall not require employees to disclose their social security num-

bers. The cost of such personal identification shall be borne by the Company. The Company shall also pay for all required fingerprinting, TSA cards, and TWIC cards.

Section 3. Company Will Furnish Equipment

It is mutually understood that, under normal circumstances, the Company will furnish equipment for their employees to take any CDL test required by law.

Once an employee is CDL qualified and meets Company requirements, the Company will certify the employee for P&D operations within sixty (60) calendar days. The employee is required to notify the Employer of their request to be certified in P&D and Road. Once an employee has been P&D certified, and has met the Company requirements for driving in road operations, the Company shall road certify the employee, within one hundred twenty (120) calendar days.

The Company will identify all disqualifiers that will make an employee ineligible to go through the training program that do not fall under state and/or federal law.

Section 4. Identification of Company Representatives

Company representatives, if not known to the employees, shall identify themselves to employees prior to taking disciplinary action.

Section 5. CDL Training Process

The understood and agreed to process for an employee wishing to obtain a CDL is as follows:

1. Employee will obtain a copy of his/her state's Commercial Driver's License (CDL) manual.

2. Candidate will contact local management, advise of their interest in becoming CDL qualified employee, and fill out a driver application.

3. Employee will schedule and take the Commercial Learners Permit general knowledge exam, and state licensing tests for Doubles/Triples, Hazmat, and Tanker endorsements.

4. Once all state testing has successfully been completed and passed, the employee will schedule and complete the CDL skills test.

5. The CDL trainee will contact management to schedule time with a trainer to receive training on pre-trip and post trip inspection, basic vehicle control, and complete yard exercises and road exercises. Trainers will be made available depending on other training obligations for which he/she is scheduled. The need to have trainers work in the operations will supersede the training of a CDL Trainee. Trainers will be compensated at their normal applicable rate, unless a higher rate has been established for this training. The Company will designate and make equipment available for the employees to use in training and provide equipment for the skills test on the designated day of testing.

6. In locations where the availability of driver trainers is limited, the options for the CDL training will be discussed with the employee. The Company will schedule and identify time, location, and trainer's name.

7. The Company will continue the twenty-one (21) day training program for employees with a CDL, but do not have one (1) year of experience.

8. Within fourteen (14) calendar days of obtaining a CDL with the required endorsements, and being qualified by the Company, he/she will be able to exercise his/her seniority to bid on any CDL position for which they are qualified.

9. The Company will post this process in each terminal where all bargaining unit members can view. Current non-CDL employees that have given notice to the Company of their desire to be trained will have priority for CDL training before a new hire without CDL qualifications.

10. Employees hired with a CDL, who still need Company certification in number (7) of this Section, will have priority over employees that do not have a CDL. The Company is not obligated to hold positions for employees going through this process.

ARTICLE 17
PAY PERIOD

Employees shall be paid in full each week on pay periods occurring on a day established by the Company, in the week following the week worked.

Not more than seven (7) days' pay shall be held on an employee. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Verified payroll errors of fifty dollars ($50.00) or more for full-time employees or twenty-five dollars ($25.00) or more for casual employees, will be paid within seventy-two (72) hours (excluding Saturdays, Sundays and Holidays) if requested in writing by the employee. If the Employer fails to make payment available or it has not been received by the employee within a seventy-two (72) hour period, the employee will notify management in writing of the non-payment. He/she will be entitled to an additional amount equal to one (1) day of his/her daily guarantee at his/her applicable rate of pay for every full pay period, until corrected. Amounts less than the amounts set forth above (i.e. 50/25) shall be paid by the next paycheck. Over-the-road employees shall receive their regular paychecks prior to their last dispatch or tour of duty, prior to payday, if available; with the understanding they shall not cash same until the date on the paycheck.

All employees shall designate Electronic Fund Transfer (EFT), unless prohibited by applicable state law.

When an employee notifies the Company in writing of any ongoing overpayment, the employee's increasing liability will cease five (5) working days after the date of the written notification. The notification shall be provided to the employee's immediate supervisor or manager. Once an overpayment is identified the employee will reimburse the Company for any overpayment of wages for a time period of up to one hundred and twenty (120) days from the date that the overpayment is identified. The employer shall not collect more than fifty dollars ($50.00) for full-time employees and twenty-five dollars ($25.00) for part-time employees per week unless

the employee requests to pay a higher rate of reimbursement to resolve the overpayment more timely. If the employee resigns or leaves the Company for any reason, the balance of overpayment can be recovered on the last check. Any overpayment reimbursement shall be subject to any applicable federal and state requirement.

All employees shall be reimbursed expenses within three (3) pay periods days of submitting the request. All late reimbursements shall result in an additional amount equal to one (1) day of his/her daily guarantee at his/her applicable rate of pay for every pay period, until corrected.

ARTICLE 18
WORKDAY AND WORKWEEK

Section 1. Casual Employees

The schedule for casual employees shall be posted by Friday of the preceding workweek. A casual employee shall be guaranteed four (4) hours of pay on any day he/she is scheduled and reports to work. The Company may alter the casual employee's start time or cancel the scheduled work day provided the employee is notified prior to reporting to work.

Section 2. Full-time Employees

(a) The schedule for full-time employees shall be posted by Friday of the preceding workweek. The start time can be altered as a part of this posting by up to two (2) hours prior to the job's bid start time. The Company may alter the start time on a daily basis for more than two (2) hours prior to his/her start time and no more than one (1) hour past his/her start time. The Company will attempt to notify the employee of the change at least two (2) hours before his/her new start time. Failure of the Company to notify the employee of a change in a start time two (2) hours prior will preclude the Company from moving the start time past his/her bid start time. If an employee's start time is altered by more than two (2) hours, more than fifty percent (50%) of the time in any thirty (30) day period, the employee may request it to be re-bid pursuant to Article 5. Full-time employees holding bid jobs will be guaranteed a mini-

mum of eight (8) hours pay per day when put to work and the standard guaranteed workweek shall be forty (40) hours per week at his/her appropriate rate. Work shall be scheduled for five (5) consecutive days, Sunday through Thursday, Monday through Friday or Tuesday through Saturday, both on the road and in local cartage. The guarantees will be paid when an employee is put to work in his/her classification unless expressly prohibited by Article 43 and 44. Notwithstanding the above, the Company shall also have the right to maintain a sufficient number of full-time employees without a posted or established schedule in order to handle unscheduled and extra ad hoc work.

(b) All work on the seventh (7th) consecutive day shall be paid at double time. To be eligible for the double time the employee must have worked his/her shifts for the prior six (6) days. However, if an employee is observing one (1) of his/her five (5) single days of vacation and/or one (1) of his/her six (6) discretionary days it will be deemed as hours worked toward the forty (40) hour threshold.

(c) No full-time Local Cartage or Clerical employee will be required to work more than an eleven (11) hour workday. If the Employer needs to work employees more than eleven (11) hours, this work will be offered as extra work by seniority to the employees in the classification. No employees will be disciplined for refusal to work past eleven (11) hours.

(d) P&D drivers will not be forced to work more than eleven (11) hours in any one (1) shift. This language will only apply once the employee has returned to the facility after his/her assigned P&D run. No employee will be disciplined for refusal to work past eleven (11) hours.

(e) However, if there is no working shift at the terminal, the Employer can direct the junior employee(s) to finish up any work assignment necessary to meet service requirements. Example: the Employer giving the directive to the last shift on any workday to stay until work is completed, provided no other employees are scheduled to report at that time. If service requirements discussed in this paragraph require an employee(s) to remain at work past

eleven (11) hours and the Employer notifies the employee(s) of the utilization of the language contained in this paragraph, the protection against discipline outlined in paragraph (c) and (d) no longer applies and the employee(s) may face discipline for leaving, up to and including discharge.

(f) Interpreting this Section 2, the eleven (11) hour period and "work" time is "punch to punch" and includes breaks and meals.

Section 3. Overtime

All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 ½) the regular hourly rate, but not both. Overtime shall not be pyramided. Pay for hours not worked shall not count toward the forty (40) hour threshold, except as specified in Section 2 (b) of this Article.

The Company will make a reasonable effort to notify non-driving employees at least one (1) hour in advance of overtime.

Employees working on his/her sixth (6th) or seventh (7th) workday will not be required to work past the eighth (8th) hour on either day.

All overtime, regardless of the day, will be offered by seniority in the classification, ask senior and force junior employees. (e.g. P&D, jockey, dock, clerical, etc.)

Section 4. Work in Other Classifications

Full-time and casual employees will be paid an hourly rate commensurate with the work they are performing.

Section 5. Breakdown, Weather Delay and 34-Hour Restart

The Company shall pay any sleeper team delays as follows: after fifteen (15) minutes each driver shall be paid the appropriate Local Cartage wage rate for P&D as specified in Article 26 Section 4 or equivalent progression step for the duration of the delay.

If a mileage road driver experiences a traffic delay in excess of fifteen (15) minutes, then he/she shall be paid the appropriate Local Cartage wage rate for P&D as specified in Article 26 Section 4 back to the first minute. A traffic delay is defined as the wheels being completely stopped for the duration of the delay. This does not include typical rush hour traffic where the truck may be moving very slowly or starting and stopping intermittently. An example of a traffic delay would be when a highway is completely shut down for fifteen (15) minutes or more due to an incident and the vehicles cannot move at all.

Road drivers who have a delay due to a breakdown, inclement weather, and/or 34-hour restart because of a breakdown or delay due to inclement weather or driver gets forced into a 34-hour reset at no fault of his/her own will be paid for the delay. The driver will be paid from the start of the delay until going off duty. Once the driver completes his/her first off duty hours (ten (10) hours) he/she will be paid up to eight (8) hours at the Local Cartage wage rate for P&D while on duty. If the delay continues, then the driver will take ten (10) hours off duty (e.g., eight (8) hours on, ten (10) hours off, etc.) until the employee is no longer in delay/breakdown. If the employee remains with equipment all hours are to be paid.

ARTICLE 19
POSTING

Section 1. Posting of Agreement

A copy of this Agreement shall be posted in a conspicuous place.

Section 2. Union Bulletin Boards

The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards are to be confined to official business of the Union and on the Union's official letterhead or TITANS. The Employer shall not remove, tamper with or alter any notice posted by the Union unless such notice is harmful to the Employer.

Article 19

All Union bulletin boards must be glass encased and the steward and Business Agent given a key. The Employer shall have ninety (90) days to comply.

ARTICLE 20
COOPERATION OF EMPLOYEES/ FAIR DAY'S PAY

Section 1. Cooperation of Employees, Company and Union

The parties agree that at all times as fully as it may be within their power to cooperate so as to protect the long-range interests of the employees, the Company, the Union and the general public served by the parties to this Agreement.

When bargaining unit members are on the premises, management will utilize them to verify work opportunity calls to ensure seniority is followed. The Company reaffirms its commitment to using bargaining unit employees for this purpose.

Section 2. Fair Day's Work for Fair Day's Pay

The Union and the Company recognize the principle of a fair day's work for a fair day's pay. Jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Company and the trucking industry. This principle shall be recognized in the administration of this Agreement and the resolution of all grievances thereunder.

The Employer shall not in any way intimidate, harass, coerce or overly supervise any employee in the performance of his/her duties. The Employer will treat employees with dignity and respect at all times, which shall include, but not be limited to, giving due consideration to the age and physical condition of the employee. Employees will also treat each other as well as the Employer with dignity and respect.

Section 3. Safety and Health Committee

Bargaining unit members who seek to serve on the Safety and Health Committee may volunteer to do so, with approval of the Local Union.

There shall be Safety and Health Committees to cover all full-time and part-time employees. There shall be one (1) committee per Service Center unless the number of employees and/or job classifications within a Service Center dictate the establishment of more than one (1) committee. The respective committees will be comprised of a mutually agreed to number of bargaining unit representatives and up to an equal number of management.

Recognizing the importance of the role of the Safety and Health Committees in addressing the issues of safety, the Employer and the Union reaffirm their commitment to the active involvement of the Committees in such processes, in accordance with the terms of this Article.

The Local Union shall approve the bargaining unit members who serve on these Committees. The Union Co-Chair of the committee(s) shall be selected by the bargaining unit members of the committee. In the event that a Local Union desires to cease participation in the Safety Committees, prior approval must be authorized by the principal officer of the Local Union, who shall also inform the Employer's Director of Labor Relations.

Under no circumstances should safety committee members be required to perform the duties of management. No safety committee member shall report the name of any employee to TForce Freight as a result of observations performed in conjunction with safety committee activity. It is clearly understood that observations are made in order to address issues that may lead to injuries or accidents.

Safety Committee observations shall only be performed to further the purposes of that Committee as defined in this Section and to promote a safer work environment. Activities will be reviewed with the Local Union. Under no circumstances can the results of a Safety Committee observation be used in any level of discipline, nor reference any individual bargaining unit member.

Article 20

Each committee shall meet at least once a quarter at a mutually agreeable time and place. The Employer shall provide committee members with adequate time to perform committee functions, as described in paragraphs 1 through 7 below.

Each committee shall perform functions including, but not limited to:

1. Creating sub-committees, on an as needed basis, to investigate specific issues of safety and health concerns. These sub-committees shall report to the full committee.

2. Developing and maintaining minutes for all meetings, with copies to all committee members and posted on designated safety bulletin boards.

3. Conducting periodic inspections of the facility to ensure that there is a safe, healthful and sanitary working environment in each center.

4. Accompanying governmental, Union, and/or Company health and safety professionals on facility inspection tours. The Employer may limit the number of bargaining unit members of the committee accompanying such an inspection tour.

5. Receiving information pertaining to lost workday injury/accident causes and review results of the investigation of such injuries/accidents.

6. Receiving copies of the center's OSHA Illness and Injury logs and the facility's man-hours.

7. Receiving the Company sponsored training to enable committee members to effectively perform their respective functions as safety and health committee members.

Any information provided to a CHSP committee will not be shared outside of the committee without the Employer's consent.

A. Safety Trainer

Seniority will be considered when filling new safety trainer positions.

All safety trainers will hold a bid in their respective classification. If an issue occurs concerning his/her bid it will be referred to the National Co-Chairs for resolution.

Section 4. Other Participation Teams

The Company and TNFINC may mutually agree to other committees as appropriate. Agreement will not be unreasonably withheld.

Article 21
UNION ACTIVITIES/LEAVE OF ABSENCE

Section 1. Union Activities

(a) Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Company's business, nor shall there be any discrimination against any employee because of Union membership or activities.

(b) The Company agrees to grant employees reasonable time off without pay without discrimination or loss of seniority rights to attend a labor convention or union meeting called by the Local Union, provided at least forty-eight (48) hours written notice is given by the Local Union to the Company specifying the length of time off and provided that there shall be no disruption of the Company's operations. The Company's consent to such requests shall not be unreasonably denied.

(c) Authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that this agreement is being adhered to, provided, however, that there is no interruption of the Company's working schedule.

Section 2. Leave of Absence

(a) When an employee in any job classification requiring driving has his/her operating privilege or license suspended or revoked for

reasons other than medical disqualification or those for which the employee can be discharged by the Company, a leave of absence without loss of seniority, not to exceed two (2) years, shall be granted for such time as the employee's operating license has been suspended or revoked. The employee will be given available work opportunities to perform non-CDL required job functions.

(b) A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

Section 3. Medical Disqualification

(a) A driver who is judged medically unqualified to drive, but is considered physically fit and qualified to perform other inside jobs, will be afforded the opportunity to displace the least senior fulltime or casual inside employee at such work until he/she can return to his/her driving job. However, if the displacement of a full-time employee with a CDL would negatively affect the employer's operations, the medically disqualified driver may only displace a casual inside employee. "Red-circled" non-CDL cartage employees shall not be subject to displacement in this process. While performing the inside work, the driver will be paid the appropriate rate of pay for the full-time classification of work being performed. The Company shall attempt to provide eight (8) hours of work, if possible, out of available work.

If an employee is working in a MEDQ classification and has utilized this provision to work in a classification that he/she is physically fit and qualified to perform, the employee is required to verify his/her medical status on an annual basis. The employee must have a DOT MEC examination performed by the medical provider designated by the employer to determine if the employee is capable of returning to a driving position and/or is physically fit and qualified to perform other inside jobs.

The employee may also select his/her own medical provider to perform a second DOT MEC examination to determine his/her MEDQ status. The employee selected medical provider must be FMCSA

registered and certified. In the event of a disagreement between the employer-selected provider and the employee-selected provider, the employer and employee-selected providers shall together select a third provider within seven (7) days, whose opinion shall be final and binding to determine if the employee is capable of returning to a driving position and/or is physically fit and qualified to perform other inside jobs. The expense of the third provider shall be equally divided between the Employer and the Union. Disputes concerning back pay shall be subject to the grievance procedure.

If the employee is able to obtain a DOT medical card, he/she will be returned to a driving position based on the employee's seniority. If it is determined by the medical provider that he/she is unable to return to the driving position and the employee is considered physically fit and qualified to perform the inside job the employee is currently performing, the employee will remain in that job. If it is determined the employee is not physically fit and/or is unable to perform other inside jobs as provided in this provision, the employee will be referred to the ADA process.

(b) In addition to those already covered by this Section, disqualified drivers who are actively pursuing a waiver or exemption with the DOT may work inside pursuant to this section if there is a reasonable expectation that his/her waiver/exemption will be granted.

ARTICLE 22
SEPARATION OF EMPLOYMENT

Upon discharge or quitting, the Employer shall pay all money due to the employee on the employee's regular payday in the week following such separation from employment unless otherwise required by applicable law.

ARTICLE 23
TIME SHEETS, TIME CLOCKS AND VIDEO CAMERAS

Section 1. Time Sheets and Time Clocks

(a) In over-the-road or line operations, the Company shall provide and require the employee to keep a time sheet or trip card showing the arrival and departure at a Service Center and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same shall be turned in at the end of each trip. In city operations, a daily time record shall be maintained by the Company.

(b) Employees shall punch their own time cards.

(c) The Company may substitute updated time-recording equipment for time cards and time sheets. However, printed time records will be made available to employees upon request.

Section 2. Video Cameras

The Company may install and operate video cameras in all public areas of the Service Center and trailers to help the Company in assuring the safety and security of employees, Company property and customer freight. The Company shall not install or use video cameras in areas of the Company's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

The Company may use video cameras to discharge an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of property, vandalism, or fighting for which an employee could be discharged without a warning letter. If the information on the video tape is to be utilized for any purpose in support of a disciplinary or discharge action, the Company must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Company.

The Employer shall not install any inward-looking video cameras/recorders/body motion sensors in any vehicles. No "on board"

cameras/recorders/body motion sensors of any kind (i.e., outward looking) shall be used for disciplinary purposes under any circumstances. The Employer will cover up the inward-looking camera. No Employee shall vandalize or alter any camera (this includes forward facing cameras).

Section 3. Computer Tracking Devices

No employee shall be disciplined solely based upon information derived from a GPS or any other technology enhancements or devices unless the employee engages in conduct creating imminent danger to other employees or the general public or other conduct such as dishonesty or recklessness resulting in a serious accident.

Section 4. Technological Change

This provision should be applied so as to provide employees with maximum job security and work opportunity.

Technological change shall be defined as any significant change in equipment or materials which results in a significant change in the work of the bargaining unit or diminishes the number of workers in the bargaining unit.

(a) The Employer and the Union agree to establish a National Teamster/TForce Freight Committee for Technological Change, consisting of an equal number of representatives from the Union and TForce Freight. The Committee shall meet in conjunction with the National Grievance Panel as necessary to review any planned technological changes covered by this Section.

(b) The Employer will advise the National Teamster/TForce Freight Committee for Technological Change of any proposed technological changes at least six (6) months prior to the implementation of such change except where the change was later determined in which case the Employer shall provide as much notice as possible.

(c) The Employer shall be required to provide the National Teamster/TForce Freight Committee for Technological Change, upon

written request, any relevant information to the extent available regarding the technological changes.

(d) The Employer will meet with if requested, the National Teamster/TForce Freight Committee for Technological Change, promptly after notification to negotiate regarding the proposed technological changes.

(e) If a technological change creates new work that replaces, enhances or modifies bargaining unit work, bargaining unit employees will perform that new or modified work. The Employer shall provide bargaining unit employees with training required to utilize the new technology, if necessary.

(f) In the event that the National Committee cannot reach agreement on the dispute, either party may refer all outstanding disputes to the National Grievance Committee for resolution in accordance with the provisions of Article 7 in order to determine if the Employer has violated the provisions of this Section or if the change will result in a violation of any other provision of the collective bargaining agreement.

ARTICLE 24
LEAVE OF ABSENCE

Section 1. Jury Duty Leave

When an employee is required to miss time from the regularly scheduled workweek because of an obligation to serve on a jury, the employee must give prior notice to his/her supervisor with a copy of the letter requiring jury duty service. The employee is obligated to minimize the number of hours missed from work for jury duty service provided, however, that when an employee reports for jury duty service on a scheduled work day, the employee will not unreasonably be required to report for work that particular day, but in any case he/she shall be allowed ten (10) hours of rest pre and post jury duty service. The Company reserves the right to verify the necessity of any hours missed from work due to jury duty service. Full-time employees will be paid eight (8) hours of straight time at

their hourly rate of pay for each day served for jury duty service during his/her regularly scheduled workweek. After a casual employee attains five (5) years of service, he/she will be eligible to receive four (4) hours of straight time hourly rate of pay for each day served during his/her regularly scheduled workweek.

Section 2. Subpoenas, Summons and Voluntary Appearances

When an employee is required to miss time from the regularly scheduled work week because of a subpoena, summons or voluntary appearance to testify in a legal matter (other than approved Company related matters), the employee must give adequate notice to his/her supervisor. An hourly employee may take time off as paid vacation or as unpaid excused absence. In case an employee is subpoenaed by the Company as a witness, he/she shall be reimbursed for all time lost and expenses incurred.

Section 3. Family and Medical Leave

The Company shall provide unpaid leave subject to the terms of the Family and Medical Leave Act (FMLA) of 1993. Employees utilizing FMLA are required to notify the designated administrator.

The Company shall apply FMLA rights to all operations covered by this agreement regardless of the size of that operation.

All employees who have worked for the Company for a minimum of twelve (12) months and worked at least twelve hundred fifty (1,250) hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Additionally, any employee not covered above, that has worked for the Company for a minimum of thirty-six (36) months and worked at least six hundred twenty-five (625) hours during the past twelve (12) months is eligible for unpaid leave (TForce Freight Leave for Family and Medical) as set forth below, except that the amount of leave allowed will be computed at one-half (1/2) of the time provided by the FMLA. Employees cannot combine FMLA leave and TForce Freight Leave for Family and Medical.

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Eligible employees are entitled to a total of 12/6 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;

2. Adoption or placement for foster care;

3. To care for a spouse, child, or parent of the employee due to a serious health condition;

4. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

The Company will require the employee to substitute accrued paid vacation or other paid leave for part of the leave period. The Company will reserve the one week of vacation that the FMLA allows the employee to reserve under the Act and two discretionary days unless the employee requests that all paid leave be utilized when he/she is observing FMLA leave.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense.

The provisions of this Section are in response to the Federal Act and shall not supersede any state or local law which provides for greater employee rights.

The company agrees that the FMLA (and greater applicable state rights) shall apply to all company terminals and operations regardless of size.

Section 4. Funeral/Bereavement Leave

Full-time employees who have completed their probationary period and casual employees who have been employed for five (5) years of service are eligible for funeral/bereavement leave. A maximum of two (2) days leave will be paid to employees for missed time from work on account of the death of an immediate family member, to include the employee's spouse, domestic partner, children, stepchildren, grandchildren, parents, grandparents, brothers, sisters and children and parents of the spouse. An employee shall be eligible for a third paid day of leave if the location of the funeral or memorial service requires the employee to miss work the next day due to travel. Casual employees with less than five (5) years of service shall be allowed off a maximum of two (2) days for funeral/bereavement leave without pay. A Casual employee with less than five (5) years of service shall be allowed off a third day without pay if the location of the funeral or memorial service requires that employee to miss work the next day due to travel. To be eligible for funeral/bereavement leave, the employee must attend the funeral or service. Pay for funeral/bereavement leave is calculated on the basis of eight (8) hours at straight time hourly rate of pay for full-time employees, and four (4) hours at straight time hourly rate of pay for casual employees.

Section 5. Personal Leave

Full-time employees will be allowed a personal leave of absence without pay not to exceed thirty (30) calendar days if:

1. It is requested in writing to the Service Center Manager, and

2. Management believes the leave is for good reason and does not interfere with business operations. Approval for such leave shall not be unreasonably denied.

If an employee takes another job elsewhere during leave approved under Section 3 or 5 of this Article, the employee will be considered as having resigned.

A personal leave of absence may be extended for an additional thirty (30) calendar days if there is good reason and management ap-

proves it. Approval for such extension shall not be unreasonably denied. The employee must request the extension in writing before the first leave expires.

Employees on personal leave will not earn vacation or be entitled to paid holidays. All benefits will continue up to two (2) months if paid for in advance by the employee.

Employees who take a personal leave of absence are not eligible for unemployment compensation during the leave period.

Section 6. Maternity and Paternity Leave

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically or mentally unable to return to her normal duties and maternity leave must comply with applicable state and federal laws.

A light duty request, certified in writing by a physician, shall be granted in compliance with state or federal laws, if applicable. Light duty requests may also be made through the Employer's "Light Duty for Pregnant Workers" program.

Paternity leave shall be granted in accordance with Section 3 of this Article with the exception of employees not able to meet the qualifications set out in Section 3, who shall be granted leave not to exceed one (1) week.

Section 7. Rehabilitation Program-Leave of Absence

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment in an approved program for alcoholism or substance abuse. Employees may use the TForce Freight Employee Assistance Program (EAP), a Union sponsored rehabilitation program, as well as any other referral service in choosing an approved program for treatment.

Employees shall be permitted to take advantage of an involuntary rehabilitation program once every five (5) years, three (3) times

lifetime maximum, under all conditions of this Article. This paragraph is not intended to change provisions in Article 27.

The leave of absence must be requested prior to the commission of any act subject to disciplinary action except as provided in Article 27. The leave of absence shall be for a maximum of ninety (90) days; additional time may be granted if it is mutually agreed between the Company and the Union, or requested by the Substance Abuse Professional (SAP). While on such leave, the employee shall not receive any of the benefits provided by this Agreement, except the continued accrual of seniority.

If an employee voluntarily enters such a rehabilitation program, under the provisions of the Article, the following shall apply:

1. Before returning to work, the Employer shall ensure that the employee is "alcohol/drug free". This requirement shall be satisfied when the employee has provided a negative drug test result, as per cutoff levels contained in Article 27, as applicable, and/or an alcohol test with an alcohol concentration less than .02. The Employer will make all reasonable efforts to conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program.

2. Within one (1) year of the date on which an employee returns to work, the employee may be subject to unannounced alcohol/drug testing, as specified in the return to work agreement. The one (1) year period may be extended only by the SAP and must be substantiated by written verification of the SAP.

3. Unannounced alcohol/drug testing for the above-mentioned employee, if required shall be determined by the SAP as provided in this Article. The date, time and place of collection for alcohol/drug testing, if required, shall be determined by the SAP.

4. Failure to comply with the after-care treatment plan or a positive specimen as part of the after-care treatment plan will result in discipline pursuant to Article 27.

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All alcohol/drug treatment agreements including pre-care, after-care and return to work agreements entered into shall be confidential and signed by the employee and the SAP overseeing the treatment program and must have been approved by the Local Union business agent prior to the employee's signature. The post-care agreement shall comply with all provisions of this Article.

The Employer agrees to recognize the employee's rights to privacy and confidentiality while being party to such an agreement. The Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily.

ARTICLE 25
BENEFITS

Section 1. Medical Plans

The Company shall maintain during this Agreement, an equivalent level of healthcare benefits and coverage as existed under the 2018-2023 Agreement, subject to any changes that may be required pursuant to State or Federal legislation or regulations on the issue of healthcare.

(a) Effective January 1, 2014, health and welfare coverage for all full-time and part-time employees on the payroll at that time and those hired thereafter will be provided through the Central States Southeast and Southwest Areas Health & Welfare Fund (CSH&W). The Company shall make the necessary contributions to the CSH&W to maintain coverage. In the event of a work related injury, contributions shall be continued for one (1) year. Contributions shall be continued for four (4) weeks in the event of off-the-job illness or injury.

(b) Employees covered by CSH&W shall be obligated to pay the following monthly amounts as a premium for the coverage:

Contract year	Year 1	Year 2	Year 3	Year 4	Year 5
Single—	$45.00	$45.00	$45.00	$0.00	$0.00
E/ee Plus—	$90.00	$90.00	$90.00	$45.00	$45.00
E/ee & Family—	$135.00	$135.00	$135.00	$90.00	$90.00

(e.g. Year 1 is August 1, 2023 to July 31, 2024; Year 2 is August 1, 2024 to July 31, 2025; Year 3 is August 1, 2025 to July 31, 2026; Year 4 is August 1, 2026 to July 31, 2027; Year 5 is August 1, 2027 to July 31, 2028)

(c) The terms of the medical coverage shall be available from the CSH&W.

(d) Effective January 1, 2014, all future retirees will receive medical coverage through the CSH&W plan.

Section 2. Discretionary Days

Full-time employees shall be eligible to receive six (6) discretionary personal days (forty-eight (48) hours) each calendar year. Casual employees shall be eligible to receive three (3) discretionary personal days (four (4) hours per day) each calendar year. These days may be used in scheduling time off for any purpose, including illness, appointments, care of family members, observance of religious holidays, etc. This time shall be taken as a whole day (eight (8) hours Full-time, four (4) hours Casual). Except for emergency situations, discretionary time must be scheduled and approved in advance by management. Unused time related to these discretionary personal days will be paid out at the end of each year. Unused discretionary time will not be paid to an employee who is terminated, unless prohibited by law. An employee may request payment of any accrued discretionary days; payment will be made within ten (10) days of the request.

All employees entering a full-time job classification will receive a pro-rated number of discretionary days once they have completed the probationary period based on the following table:

Quarter	1st	2nd	3rd	4th
Based on hire date	4	3	2	1

(e.g. An employee will not be eligible for any discretionary days if he/she does not complete probation. The employee will be awarded the number of discretionary days based on the quarter he/she is hired. If an employee is hired in the first (1st) quarter he/she will be eligible for a maximum of four (4) discretionary days in the first

year. If an employee is hired in the 2nd quarter he/she will be eligible for a maximum of three (3) discretionary days in the first year. If an employee is hired in the 3rd quarter he/she will be eligible for a maximum of two (2) discretionary days in the first year. If an employee is hired in the 4th quarter he/she will be eligible for a maximum of one (1) discretionary day in the first year.)

All full-time employees will receive six (6) discretionary days each subsequent calendar year thereafter.

All Casual employees will receive three (3) days discretionary after one (1) year of employment, and will receive three (3) discretionary days each subsequent calendar year.

Section 3. 401(k) Plan

All full-time and casual employees shall continue to be eligible to participate in the Teamsters TForce Freight National 401(k) Tax Deferred Savings Plan in accordance with the terms of that Plan. The Employer shall withhold from an employee's earnings, amounts mutually agreed between the Employer and the employee, and deposit such monies into a 401(k) account in the employee's name in compliance with the Internal Revenue Code and ERISA.

Section 4. Holidays

The Employer will pay full-time employees for the following nine (9) holidays each year provided they work either the day before and the day after the holiday or are on an approved paid absence:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Casual employees will receive the above holidays plus an additional floating holiday to be taken on any day selected by the employee with his/her manager's approval.

Full-time employees will be eligible to receive eight (8) hours pay for each of the foregoing paid holidays. Casual employees are eligible to receive holiday pay for those holidays in the amount of one-fifth (1/5) of his/her week's pay of the workweek preceding the week of the holiday.

Full-time employees will only be eligible for holiday pay after completing his/her probationary period.

Section 5. Vacations

(a) Weeks of Vacation

Full-time employees will be awarded paid vacation based on service. The first award of vacation is conferred on January 1 following the employee's date of hire. Subsequent awards are conferred on January 1 of each year. Incremental increases in vacation days are conferred on January 1 of the year in which the anniversary year of service occurs. The amount of vacation to be conferred on each January 1 will be determined in accordance with Section 5 (b) below. All vacation must be used during the calendar year or it will be lost.

Vacation day awards are set forth in the following schedule:

Years of Service	Days of Vacation
1 year	5
2-7 years	10
8-15 years	15
16-25 years	20
26 or more years	25

(b) Full-time Vacation Accrual

1. To be eligible for employees' full vacation during the first (1st) calendar year in which the employee was employed, an employee

must have worked one hundred and fifty-six (156) reports, but need not to have been employed for the full calendar year.

If the employee worked less than one hundred and fifty-six (156) reports during this calendar year, but did attain seniority, the employee's vacation shall be pro-rated by earning one (1) day of vacation for each forty (40) reports, and taken after the employee has been employed one (1) full year.

The employee who attains one hundred and fifty-six (156) reports during the first calendar year shall enjoy a January 1st date of the calendar year he/she was employed as a vacation anniversary date for accumulating earned vacation. Employees who do not attain one hundred and fifty-six (156) reports that year will have a January 1st date of the following calendar year as a vacation anniversary.

2. During each vacation year, the employee must work one hundred and fifty-six (156) reports to earn his/her vacation. Computation of the one hundred and fifty-six (156) reports shall include paid time off such as vacation, holidays, jury duty and funeral/bereavement leave. Seniority employees who worked less than one hundred and fifty-six (156) reports during the calendar year, will be entitled to a pro-rata vacation day for each forty (40) reports times the weeks of vacation that he/she is entitled to.

(c) Full-time Vacation Selection

1. The Company will post a vacation schedule for bid by December 1st of each year showing the weeks available for vacation the next calendar year and the number of employees in each classification who may be on vacation each week. The Company will make vacation available for bid based upon the needs of the operation. Employees shall have fourteen (14) days to submit his/her bid. Awards shall be in seniority order within classification. Insufficient bidders will be assigned vacation week(s). If an employee desires pay in lieu of vacation, he/she shall be required to indicate such on his/her bid. The Company shall have the right to accept the offer of pay versus vacation or award the time off. Once scheduled, vacation weeks may only be moved by mutual agreement between the Company and

employee or as a result of the application of the Family Medical Leave Act. The Company shall not designate any blackout dates.

The daily vacation allowance will be a maximum of ten percent (10%) of the bargaining unit in each classification (e.g. P&D, jockey, dock, clerical, road, etc.). Regardless of the size of the classification, a minimum of one (1) employee will be allowed a week or day(s) vacation. (e.g. Two (2) clerks in the same facility where the ten percent (10%) rule is not applicable.)

2. Full-time employees who have earned at least two (2) weeks of vacation will have the option of declaring that he/she wants to split one (1) of the available weeks of vacation into five (5) single days. The employee must declare this option at the time of the vacation selection. Seniority will prevail in the selection of the single day(s). Single vacation days must be selected in writing ten (10) to fourteen (14) working days prior to the day the employee desires off. The Company will approve or deny the request within eight (8) working days prior to the date requested off. Approval shall not be unreasonably withheld. Such vacation days will be paid at the same rate as vacation. Any days not used will be paid off at the end of the year.

(d) Casual Vacations

Casual employees shall be entitled to five (5) days of paid vacation at four (4) hours per day after one (1) year of active employment. These days shall be scheduled and taken by mutual agreement with the Company. On the next January 1st after a casual employee attains five (5) years of service, he/she will be eligible for ten (10) days of paid vacation at four (4) hours per day. Such vacation will be scheduled, taken and/or paid by mutual agreement with the Company.

(e) Accrued or Unused Vacation

Accrued or unused vacation within any calendar year shall be paid to an employee if he/she retires, dies, or resigns. Unused vacation shall not be considered accrued and will not be paid to an employee who is terminated. Employees that retire or die will be paid the vacation that he/she would be paid the following year based on his/

her number of reports in the current year when he/she retires or dies at the current rate of pay.

If an employee is laid off, the employee shall have the option of requesting a lump sum payout of unused vacation and/or discretionary days that have been awarded for that year at the time of layoff.

Section 6. Retirement

(a) Effective May 1, 2021, TFI International acquired the stock of UPS Freight and established the TForce Freight Pension Plan. No benefits accrued under the UPS Pension Plan were transferred to the TForce Freight Pension Plan, and benefits accrued under the UPS Pension Plan will remain payable by that plan.

(b) Effective May 1, 2021, eligible full-time and casual employees who have an hour of service in covered employment on or after May 1, 2021 will earn a monthly accrued benefit payable at normal retirement age equal to one hundred and fifteen dollars ($115.00) per year times years of TForce Freight Benefit Service earned on or after May 1, 2021. In years in which an employee has less than fifteen hundred (1500) hours, he/she shall earn a prorated share of the one hundred and fifteen dollars ($115.00). There shall be no limit on the number of years for which the one hundred and fifteen dollar ($115.00) benefit may be earned.

(c) Effective January 1, 2027, eligible full-time and casual employees who have an hour of service in covered employment on or after January 1, 2027, will earn a monthly accrued benefit payable at normal retirement age equal to one hundred and twenty dollars ($120.00) per year times years of TForce Freight Benefit Service earned on or after January 1, 2027. In years in which an employee has less than fifteen hundred (1500) hours, he/she shall earn a prorated share of the one hundred and twenty dollars ($120.00). There shall be no limit on the number of years for which the one hundred and twenty dollar ($120.00) benefit may be earned.

(d) Effective May 1, 2021, eligible full-time and casual employees who were actively employed by UPS Freight and were active par-

ticipants in the UPS Freight Pension Plan immediately prior to May 1, 2021 and who had a Final Average Compensation (FAC), as defined by the UPS Pension Plan, greater than $73,000.00 as of December 31, 2013, shall be entitled to receive as a retirement benefit equal to the greater of the monthly benefit calculated in accordance with paragraph (b) above or a benefit calculated based on the benefit formula that was in effect with respect to such employees on December 31, 2013, under the UPS Pension Plan.

(e) The Monthly Accrued Benefit payable to a Participant who has attained, at least, age fifty-five (55) and completed at least thirty (30) years of Benefit Service as of his/her benefit commencement date shall not be reduced. Further, a Participant who has completed at least twenty-five (25) years of Benefit Service and who has attained at least sixty (60) years of age as of his/her separation from service shall not have his/her Monthly Accrued Benefit reduced.

(f) The TForce Freight Pension Plan is governed by the terms of the plan document and trust agreement, both of which are incorporated herein by reference. Any claims for benefits are subject to resolution solely through the TForce Freight Pension Plan administrative claims process.

Section 7. Other Benefits

Other existing fringe benefit programs such as, but not limited to, safety bonuses, discounted stock purchase plans, educational assistance programs, may be continued, modified or discontinued by the Employer in its discretion.

ARTICLE 26
WAGES

If an employee's rate is above the top rate as set forth in this Article, they will continue to receive the general wage increase (GWI) for the life of this Agreement.

Section 1. Full-time Local Cartage Employees

(a) In each of the calendar years 2024 through 2028, employees on the "Local Cartage" seniority list who have completed his/her pro-

gression wages shall receive the following increases. The GWI in 2024 will be paid in the first pay period in August of 2023. The GWI in 2025 through 2028 will be paid in the first pay period in January in one (1) installment.

	GWI
August 2023 (2024 GWI)	$1.70
January 2025	$0.70
January 2026	$0.70
January 2027	$0.70
January 2028	$0.70

(b) For employees in the 2018—2023 progression, the pay rate will be increased to the 2023—2028 progression rate if his/her progression rate remains below the same progression step in the 2023—2028 Agreement.

(c) Employees with a CDL and qualified by the Company to drive, entering a dock, jockey or city driver classification after August 1, 2023 (whether promoted from casual or as a new hire) shall be paid in accordance with the following progression when performing city driver, jockey, helper or dock work:

Start:	80% of top rate in effect
12 months:	90% of top rate in effect
24 months:	100% of top rate in effect

Top rates for Local Cartage employees with a CDL who are qualified to drive by the Company are as follows:

August 2023	$32.55
January 2025	$33.25
January 2026	$33.95
January 2027	$34.65
January 2028	$35.35

When an employee completes the above progression he/she shall be eligible thereafter to begin receiving the general wage increases set forth in paragraph (a) above.

(d) Employees without a CDL entering a dock or jockey classification after August 1, 2023, (whether promoted from casual or as a new hire) shall be paid in accordance with the following progression when performing jockey, helper or dock work:

Start:	80% of top rate in effect
12 Months:	90% of top rate in effect
24 Months:	100% of top rate in effect

Top rates for Local Cartage employees without a CDL are as follows:

August 2023	$26.38
January 2025	$27.08
January 2026	$27.78
January 2027	$28.48
January 2028	$29.18

When an employee completes the above progression, he/she shall be eligible thereafter to being receiving the GWI set forth in paragraph (a) above. The full-time employees who did not possess a CDL on April 7, 2008 and were red circled, including yard jockeys, shall continue to receive his/her current wage rate and are eligible to receive the GWI set forth in paragraph (a) above.

Section 2. Full-Time Road Employees

(a) In each of the calendar years 2024 through 2028, employees on the "Over the Road" seniority list who have completed their progression shall receive the following increases. The GWI in 2024 will be paid in the first pay period in August of 2023. The GWI in 2025 through 2028 will be paid in the first pay period in January in one (1) installment.

August 2023 (2024 GWI)	$0.02
January 2025	$0.015
January 2026	$0.015
January 2027	$0.02
January 2028	$0.02

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Top rates for Over the Road employee mileage rates are as follows:

August 2023	$0.7557
January 2025	$0.7707
January 2026	$0.7857
January 2027	$0.8057
January 2028	$0.8257

(b) Employees still in progression on August 1, 2023 shall receive mileage rate increases set forth above, but shall and will be paid no less than what he/she is entitled to in accordance with his/her current progression set forth in the 2023-2028 Agreement. Upon completion of that progression, the employee shall continue to receive the mileage rate increases set forth in paragraph (a) above.

For employees in the 2018-2023 progression, the pay rate will be increased to the 2023-2028 progression rate if his/her progression rate remains below the same progression step in the 2023-2028 Agreement.

(c) Unless having already completed a full-time progression in another classification, employees first entering the "Over-the-Road" driver classification after August 1, 2023 will be paid in accordance with the following progression:

Start:	80% of top rate in effect
12 Months:	90% of top rate in effect
24 Months:	100% of top rate in effect

Year	Single	Sleeper per Driver	Triple	Sleeper Triple per Driver	40s & 48s
2024	$0.7557	$0.3986	$0.7672	$0.4055	$0.7614
2025	$0.7707	$0.4066	$0.7824	$0.4136	$0.7766
2026	$0.7857	$0.4145	$0.7977	$0.4216	$0.7917
2027	$0.8057	$0.4250	$0.8180	$0.4324	$0.8118
2028	$0.8257	$0.4356	$0.8383	$0.4431	$0.8320

To the extent the road driver is paid on an hourly basis, the rates set forth in Section 1 for the local driver shall apply.

Upon completion of this progression, the road driver shall be eligible thereafter to begin receiving the mileage rate increases set forth in paragraph (a) above.

Employees classified as a Road Driver will maintain his/her applicable Local/Road Driver hourly rate of pay when performing dock work.

Section 3. Casual Employees

(a) In each of the calendar years 2024 through 2028, casual employees who have completed his/her progression shall receive the following increases. The GWI in 2024 will be paid in the first pay period in August of 2023. The GWI in 2025 through 2028 will be paid in the first pay period in January in one (1) installment.

August 2023 (2024 GWI)	$1.00
January 2025	$0.25
January 2026	$0.25
January 2027	$0.25
January 2028	$0.25

(b) Casual employees still in progression on August 1, 2023 shall receive the same general wage increases set forth above but shall and will be paid no less than what he/she is entitled to in accordance with their current progression set forth in the 2018-2023 Agreement. Upon completion of that progression, the employee shall continue to receive the general wage increases set forth in paragraph (a) above.

(c) Casual employees hired after August 1, 2023 shall be paid in accordance with the following:

Start:	80% of top rate for casuals in effect
12 Months:	90% of top rate for casuals in effect
24 Months:	100% of top rate for casuals in effect

Article 26

Top rates for Casual employees are as follows:

August 2023	$18.75
January 2025	$19.00
January 2026	$19.25
January 2027	$19.50
January 2028	$19.75

Once a casual employee completes that progression, he/she shall be eligible thereafter to begin receiving the hourly wage increases set forth in paragraph (a) above. A casual employee who is awarded a full-time job shall begin the full-time progression at the start rate if his/her rate is below the start rate of the new full-time job. If a casual employee's rate is higher than the start rate of the new job, he/she will be red circled until such time as the calculated progression rate exceeds the employee's rate.

For casual employees in the 2018-2023 progression, the pay rate will be increased to the 2023-2028 top progression rate if his/her top progression rate remains below the same top progression rate in the 2023-2028 Agreement.

Any casual that performs jockey work will receive an additional $0.25 per hour for the time he/she is performing jockey work.

Section 4. Clerical Rates

(a) In each of the calendar years 2024 through 2028, full-time clerical employees who have completed his/her progression shall receive the following increases. The GWI in 2024 will be paid in the first pay period in August of 2023. The GWI in 2025 through 2028 will be paid in the first pay period in January in one (1) installment.

August 2023 (2024 GWI)	$1.70
January 2025	$0.70
January 2026	$0.70
January 2027	$0.70
January 2028	$0.70

In each of the calendar years 2024 through 2028, part-time clerical employees who have completed his/her progression shall receive

the following increases. The GWI in 2024 will be paid in the first pay period in August of 2023. The GWI in 2025 through 2028 will be paid in the first pay period in January in one (1) installment.

(b) For Casual employees in the 2018-2023 progression, the pay rate will be increased to the 2023-2028 progression rate if his/her progression rate remains below the same progression step in the 2023-2028 Agreement. Upon completion of that progression, the employee shall continue to receive the general wage increases set forth in paragraph (a) above.

(c) Employees entering a full-time clerical job after August 1, 2023 shall be paid in accordance with the following progression when performing clerical work:

Start:80% of top rate in effect for full-time clerical
12 Months: 90% of top rate in effect for full-time clerical
24 Months: 100% of top rate in effect for full-time clerical

Top rates for Full-Time Clerical employees are as follows:

August 2023	$21.70
January 2025	$22.40
January 2026	$23.10
January 2027	$23.80
January 2028	$24.50

(d) Employees entering a part-time clerical job after August 1, 2023 shall be paid in accordance with the following progression when performing clerical work:

Start:80% of top rate in effect for part-time clerical
12 Months: 90% of top rate in effect for part-time clerical
24 Months: 100% of top rate in effect for part-time clerical

Top rates for Part-Time Clerical employees are as follows:

August 2023 (2024 GWI)	$17.50
January 2025	$17.75
January 2026	$18.00
January 2027	$18.25
January 2028	$18.50

(e) Employees who are classified as an OS&D clerk will receive what they are entitled to according to his/her current progression, and will receive two dollars ($2.00) per hour (to his/her base pay) in addition to his/her progression rate for the period he/she is classified as an OS&D clerk. Employees must remain in the classification for a minimum of two (2) years. This applies to full-time and part-time clerical employees.

Section 5. Paid for Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time an employee reports and is available until the time he/she is effectively cleared from duty. Road drivers will be paid on a mileage basis for miles driven and for time incidental to the performance of driving duties, including, but not limited to, any rest breaks to which the employee may be entitled, pre-trip inspections, in-route breaks, in-route tire checks, logging, post trip inspection, vehicle condition report, traffic delays, AVR arrival/dispatches, reporting of breakdown, reporting of accidents, tractor wash, check bay time, reefer checks and pre-trip shop time. Except as otherwise specified in this Agreement, all other time spent by a road driver on the clock shall be compensated at the local cartage wage rate for dock-work.

Section 6.

Rates of pay provided by this Agreement shall be minimums.

In those locations in which it is necessary to utilize a Market Rate Progression Adjustment (MRPA), employees in the classification in which a MRPA is implemented that are currently below the MRPA rate of pay will be increased to the MRPA rate of pay established on the day the first employee is hired at the MRPA rate. If there is an MRPA at a Service Center location, all domiciled employees will receive the MRPA when performing the work in which the MRPA rate was established if that rate is higher than his/her current rate.

The Company reserves the right to discontinue the MRPA at any time. The employees that are currently on an MRPA at a higher rate of pay than the contractual rate of pay will continue the rate of pay provided by the MRPA.

Employees receiving an MRPA hired prior to August 1, 2023, that have completed his/her progression shall receive the GWI for his/her classification. An employee that is still in progression on August 1, 2023, will receive a GWI based on his/her progression percentage rate. (e.g. Employee at the 80% progression step will receive 80% of the GWI and an employee at the 90% progression step will receive 90% of the GWI.)

Article 27
Drug and Alcohol Testing

Section 1. Controlled Substances Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation (DOT) regulations (as set forth in 49 CFR Parts 40 and 382) require revised testing methodologies or requirements during the term of this Agreement. To the extent that a subject is not covered by this Article the appropriate regulation shall control.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

Section 1.1 Employees Who Must Be Tested

TForce Freight employees subject to Department of Transportation mandated drug testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a Commercial Drivers License (CDL). This includes employees who relieve for vacations or other temporary vacancies.

In addition to testing mandated employees, controlled substance testing will be required as part of prequalification for driver positions.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated drug testing are subject to the same types of test as those employees who are covered by the DOT regulations. The substances for which testing shall be conducted,

and cut-off levels thereto, shall be consistent with those listed for the DOT covered employees. This provision also applies to testing conducted pursuant to rehabilitation and after care programs.

Section 1.2 Testing

Because of the consequences that a positive test result has on an employee, TForce Freight will employ a very accurate, two-stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory which is certified by the Department of Health and Human Services (HHS). All samples will be tested according to DOT drug testing requirements. Validity testing for the presence of adulterants shall be conducted on all specimens, per HHS requirements.

Section 1.3 Screening Test

The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes.

Substance	Initial Test Level (ng/ml (1))
Marijuana Metabolites (2)	50(3)
Cocaine Metabolites	150(3)
Codeine/Morphine	2000
Hydrocodone/hydromorphone	300
Oxycodone/Oxymorphone	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamines /Methamphetamine	500
MDMA/MDA	500

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 1.4 Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS)

techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Substance	Confirmatory Test Level (ng/ml)
Marijuana Metabolite (2)	15
Cocaine Metabolite	100
Codeine/Morphine	2000
Hydrocodone/Hydromorphone	100
Oxycodone/Oxymorphone	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamine/Methamphetamine (4)	250
MDMA(4)/MDA(5)	250

(1) For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

(2) An immunoassay must be calibrated with the target analyte, A-9-tetrahydrocannabino 1-9-carboxylic acid (THCA).

(3) Alternate technology (THCA and Benzoylecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoylecgonine).

(4) Methylenedioxymethamphetamine (MDMA).

(5) Methylenedioxyamphetamine (MDA).

In the event the initial drug test indicates a positive response the confirmatory test must be done.

On an initial drug test, the laboratory must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, the laboratory must conduct a confirmation test.

On a confirmation drug test, the laboratory must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 1.5 Laboratory Testing

All laboratories selected by TForce Freight for analyzing Controlled Substances Testing will be HHS certified.

Section 1.6 Types of Testing Required

Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under random testing and as follow-up testing for post drug rehabilitation.

Section 1.7 Pre-Qualification Testing

Controlled substance testing will be part of TForce Freight's regulated pre-qualification conditions for driver positions.

Drivers will be advised in writing prior to the application process that pre-qualification testing will be conducted to determine the presence of controlled substances. Applicants will be required to

acknowledge in writing an understanding of this request before they receive an application. All applicants will be required to register at the FMCSA Clearing House.

Section 1.8 Reasonable Cause Testing

Upon reasonable cause, TForce Freight will require an employee to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that clearly indicates the need for a fitness for duty medical evaluation.

The employee's conduct must be witnessed by at least one (1) supervisor, two (2) if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) confront(s) an employee, a Union representative should be made available, if requested. If no steward is present, the employee may select another hourly paid employee to represent him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Local Union in a timely manner. The employee shall not be required to waive any claim or cause of action under law.

Section 1.9 Post-Accident Drug Testing

All employees will be required to submit to a drug test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated employees may be required to submit to drug testing if there is any reasonable suspicion of drug usage or reasonable cause to believe that the employee has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the employee was at fault in the accident and drug usage may have been a factor.

Drivers are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Union representation will be made available, as provided in this Agreement.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

The result of a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.

Section 1.10 Notification

TForce Freight employees, subject to random drug testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification. The procedure for selection of employees for random testing shall comply with DOT regulations. A copy of the procedures shall be supplied to the Union. The procedure shall be subject to the approval of the Union's TForce Freight Safety and Health Committee, which approval shall not be withheld unreasonably.

Section 1.11 Rehabilitation and Testing After Return To Duty/SAP and Employer Duties

All employees shall be entitled to a leave of absence on a one-time basis for the purpose of rehabilitation for substance abuse. Such leave must be requested prior to notification of a drug or alcohol test and prior to engaging in any conduct that results in discipline.

The employee will be permitted to return to work from an approved leave of absence for rehabilitation, after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment and the employee has provided a negative drug test result, as per cutoff levels contained in Section 1.3 or Section 1.4 of this Article, as applicable, and/or an alcohol test with an alcohol concentration less than 0.02.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

Substance Abuse Professional (SAP)

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;

2. Referring the employee to an appropriate education and/or treatment program;

3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

4. Providing the Employer with a follow-up drug and/or alcohol testing plan for the employee; and

5. Providing the employee and Employer with recommendations for continuing education and/or treatment.

Follow-up testing shall consist of at least six (6) tests in the first (1st) twelve (12) months following the employee's return to duty. The one (1) year period may be extended as necessary by written verification of the Substance Abuse Professional.

Employer Responsibilities

Prior to allowing an employee to return to duty, after the employee has successfully completed rehabilitation, the employer shall:

(a) Ensure that the employee is "drug free", based on a drug test that shows no positive evidence of the presence of drug or a drug metabolite in the employee's system.

(b) Ensure that the employee has been evaluated by a Substance Abuse Professional (SAP) for drug use or abuse.

(c) Ensure and confirm with the Substance Abuse Professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he/she participated.

Section 1.12 Disciplinary Action

Employees may be subject to discipline up to and including discharge if they test positive for drugs as specified elsewhere in this Article. The one exception is if an employee tests positive for a

drug as part of a random drug test. In such event, the employee shall be allowed to return to work provided he has successfully completed rehabilitation. A second positive drug test regardless of the type of test, shall result in termination.

An employee shall also be subject to discipline for the following reasons:

(a) Failure to successfully complete rehabilitation.

(b) A positive specimen as part of after-care drug testing.

(c) Failure to comply with after-care treatment plan.

(d) An adulterated or substituted specimen.

(e) An employee's refusal to submit to a test required under this Agreement.

Section 1.13 Preparation for Testing

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off site collection facilities.

Upon arrival at the collection site, an employee must provide the collection agent with:

—Photo identification issued by the Employer or a federal, state or local government;

If the employee arrives without the above-listed items, the collection agent should contact the responsible Human Resources manager.

A standard DOT approved urine custody and control form will be supplied by the appropriate laboratory for use with test for DOT mandated employees. This form must be used by all collection facilities and signed by the employee and the collection agent in the appropriate areas. The form used for non-DOT test will contain the same information and procedures as the DOT form.

Article 27
Section 1.14 Specimen Collection Procedures

The Employer agrees to use the Specimen Collection Checklist approved by the National TFF/Union's TFF Safety and Health Committee. The checklist is to be used with the affected employees at the collection site by the person performing the collection services for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted controlled substance testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for urine collection will follow Department of Transportation guidelines to ensure an individual's privacy. An employee who gives reason to believe that he/she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same gender collection agent. If it is determined that an employee has adulterated or substituted a sample it shall result in the termination of his/her employment.

No unauthorized personnel will be allowed in any area of the collection site. Only one (1) controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. The employee shall display the items in his/her pockets to the collection agent. If the employee requests it, the collection agent shall provide the employee a receipt for his/her belongings. The employee may retain his/her wallet.

After washing his/her hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

The collection agent provides the employee with a new, sealed kit selected by the employee.

The employee will provide his/her specimen in a stall or otherwise partitioned area that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the collection process at all times and at all collection sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Authorization for collection under direct observation will be in accordance with Department of Transportation regulations. All procedures shall be conducted in a professional, discreet and objective manner. Refusal to provide a specimen under direct observation when requested shall be considered a refusal to test and a terminable offense.

The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the collection container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. A minimum of thirty (30) milliliters of urine shall be placed in the primary specimen container by the collection agent. The collection agent then must pour at least fifteen (15) milliliters of urine from the collection container into the second specimen bottle to be used for the split specimen. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids, not to exceed forty (40) ounces distributed reasonably over a period not to exceed three (3) hours or until a sufficient specimen is provided, whichever occurs first. (The original specimen, if any, should be discarded, unless it was out of temperature range or showed evidence of adulteration or tampering.) If the individual is still unable to provide forty-five (45) milliliters of urine, he/she will be taken out of service and a medical evaluation will be conducted within five (5) business days by a licensed physician who has the expertise in this type of medical issue, and is approved by the Employer to determine if there is a medical reason for the inability to provide a specimen. If it is not determined that there is a medical reason, the individual will be treated as having refused

to take the test. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the collection agent should contact a third party administrator (TPA) and either the District Safety and Health Manager or another Employer designee.

The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which includes, but is not limited to, conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

In the event of suspected specimen adulteration, a second specimen will be immediately collected under direct observation and the entire procedure should be repeated including initiation of a new custody and control form and separate packaging for shipping. If an employee refuses to provide a second specimen, it shall be noted as a refusal to test and shall be a terminable offense.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

When a return-to-duty or follow-up test is being conducted, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested.

When a test kit is received by a laboratory, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated HHS approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special checkoff authorization form to insure payment by the employee. For those employees who choose to have the second (2nd) specimen tested, disciplinary action can only take place after the MRO verifies the first (1st) test as positive and the second (2nd) laboratory confirms the presence of the drug. However, the employee must be taken out of service once the first (1st) test result is verified as positive by the MRO while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the employee will not be charged for the cost of the second (2nd) test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second (2nd) specimen to be tested, any contractual time limits on disciplinary action are waived.

Section 1.15 Specimen Shipping Preparations

After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other for paperwork.

The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent places the sealed specimen bag in the shipping box.

Article 27
Section 1.16 Medical Review Officer

Any person serving as a Medical Review Officer (MRO) for the Company must be a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The MRO is responsible for performing the following functions, in addition to those specified in the DOT regulations:

1. Reviewing the results of TForce Freight's drug testing program.

2. Receiving all positive and negative drug test reports as prescribed under the DOT regulations, and making all reports of drug test results to the Employer.

3. Within a reasonable time, notifying an employee of a confirmed positive test result.

4. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test results:

a. Provide an opportunity for the employee to discuss a positive test result.

b. Review the employee's medical history and relevant biomedical factors. A driver is allowed to use a controlled substance (except for methadone) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.

c. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.

d. Verify that the laboratory report and assessment are correct.

5. Processing an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by TForce Freight for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test cancelled.

Section 1.17 MRO Determination

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the Employer as a negative. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the appropriate member of management in accordance with DOT regulations.

Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result should be cancelled. Under these circumstances, the MRO shall report that the test is cancelled.

Not later than seventy-two (72) hours after notification of a confirmed positive test result or refusal to test because of adulteration or substitution, an employee may submit a written or verbal request to the MRO for testing of the split sample. The laboratory used must be certified by the HHS and must follow usual chain-of-custody procedures.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result which is negated by the second (2nd) test or as the result of the resolution of the grievance.

Section 1.18 Record Retention

The Medical Review Officer is the sole custodian of individual test results. The MRO shall retain reports of individual positive test re-

sults for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months. TForce Freight shall maintain in a driver's qualification file only such information as required by the DOT to document compliance with the drug testing requirements.

Section 1.19 Release of Drug Testing Information

The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medically unqualified under applicable DOT agency rules.

When a grievance is filed as a result of a positive test the Employer shall obtain from the laboratory its records relating to the drug test. Upon receiving the records, the Employer shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Employer.

The Company agrees to notify the Union of any change of HHS approved laboratories used for drug testing, for whatever reason.

Section 2. Alcohol Testing

The parties have agreed that the procedures as set forth in this Section shall be the methodology for all testing and will be modified only in the event that further Federal legislation or Department of Transportation regulations required by regulation, revise testing methodologies or requirements during the term of this Agreement.

Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

Section 2.1 Employees Who Must Be Tested

TForce Freight employees subject to Department of Transportation mandated alcohol testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a Commercial Drivers License (CDL). This includes employees who relieve for vacations or other temporary vacancies.

Employee's covered by this collective bargaining agreement who are not subject to DOT mandated alcohol testing are subject to the same types of testing as those employees who are covered by the DOT regulations.

Section 2.2 Testing

Because of the consequences that a positive test result has on an employee, TForce Freight will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases as reasonable cause, or post-accident, the Employer has the right to use alternative DOT approved methods.

Section 2.3 Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol. The EBT must also be capable of distinguishing alcohol from acetone at the 0.02 concentration level, test an air blank, and perform an external calibration check.

Breath Alcohol Levels:
Less than 0.02—Negative
0.02 and above—Positive (Requires Confirmation Test)

Section 2.4 Confirmatory Test

All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.02 or higher, shall be con-

firmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

A confirmation test must be performed not sooner than fifteen (15) minutes after the screening test, but not more than thirty (30) minutes after the screening test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels:
Less than 0.02—Negative
0.02 and greater—Positive

Section 2.5 Types of Testing Required

Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under random testing, and as follow-up testing for post alcohol rehabilitation.

Section 2.6 Reasonable Cause Testing

Upon reasonable cause, TFF will require an employee to be tested for the use of alcohol.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that clearly indicates the need for a fitness for duty medical evaluation.

The employee's conduct must be witnessed by at least one (1) supervisor, two (2) if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor confronts an employee, a Union representative should be made available, if requested. If no steward is present, the employee may select another hourly paid employee to represent him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Local Union in a timely manner.

Section 2.7 Post-Accident Alcohol Testing

DOT mandated drivers will be required to submit to an alcohol test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated employees may be required to submit to alcohol testing if there is any reasonable suspicion of alcohol usage or reasonable cause to believe that an employee has been operating a vehicle while under the influence of alcohol, or reasonable cause to believe the employee was at fault in the accident and alcohol usage may have been a factor.

Alcohol testing will be required after accidents under the above conditions and drivers are required to submit to such testing within two (2) hours of the accident, if possible, and within eight (8) hours at the latest.

Drivers are required to submit to such testing as soon as possible within two (2) hours. Under no circumstances shall this type of testing be conducted more than eight (8) hours after the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the driver to not use alcohol

for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available pursuant to this Agreement.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

Law Enforcement Testing

The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable Federal, State or local requirements, and that the results of the tests are obtained by the Employer.

Section 2.8 Random Testing

TForce Freight employees, subject to random alcohol testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification. The procedure for selection of employees for random testing shall comply with DOT regulations. A copy of the procedures shall be supplied to the Union. The procedure shall be subject to the approval of the Union's TForce Freight Safety and Health Committee, which approval shall not be withheld unreasonably.

Section 2.9 Rehabilitation and Testing after Return to Duty

Employees may use the TForce Freight Employee Assistance Program, as well as any other referral service in choosing an approved program for treatment. The right to a leave of absence is controlled by Section 1.11.

Upon successful completion of rehabilitation the employee shall be subject to follow-up testing. Follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the driv-

er's return to duty after rehabilitation leave. The one (1) year period may be extended as necessary by written verification of the SAP.

Employer Responsibilities

Prior to allowing an employee to return to duty, after the employee has tested positive for an alcohol concentration higher than 0.02 (but lower than 0.07), or has successfully completed rehabilitation, the Employer shall:

(a) Ensure that the employee is "alcohol free", defined as less than 0.02, based on an alcohol test.

(b) Ensure that the employee has been evaluated by a SAP for alcohol use or abuse.

(c) Ensure and confirm with the SAP that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he/she participated.

Section 2.10 Discipline

An employee who tests positive (above 0.02) on any test (other than a positive result on a random test for the first time) shall be subject to termination.

An employee shall have a one (1) time rehabilitation opportunity as a result of a positive random alcohol test, provided the employee has not already taken a leave of absence for substance abuse (drug or alcohol) and the random test is less than 0.07.

In addition, the following may result in discipline up to and including discharge:

(a) Failure to successfully complete rehabilitation.

(b) A positive test, defined as 0.02 or higher, as part of post-care testing.

(c) Failure to comply with the after-care treatment plan.

(d) Possession of and/or consumption of an alcoholic beverage while on duty.

(e) An employee's refusal to submit to a test required by this Agreement.

Section 2.11 Preparation for Testing

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off site testing facilities. Under no circumstances shall the Employer utilize TForce Freight personnel to serve as a Breath Alcohol Technician (BAT).

Upon arrival at the testing site, an employee must provide the BAT with a photo identification. If the employee arrives without the photo identification, issued by the Employer, or a federal, state or local government, the BAT should contact the District Safety and Health manager or the District Human Resources manager.

A standard DOT approved alcohol testing form must be used by all testing facilities. The form used for non-DOT tests will contain the same information and procedures as the DOT form.

Section 2.12 Specimen Testing Procedures

The Employer agrees to implement a "Specimen Testing Checklist". The checklist, approved by the TFF /Union TFF Safety and Health Committee, is to be used with the affected employees at the testing site by the person performing the testing for the Employer. The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted alcohol testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual's privacy.

No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

The employee will provide his/her specimen in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the EBT device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the District Safety and Health manager or Human Resources manager.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) business days, an evaluation from a licensed physician chosen by the Employer who has the expertise in the medical issues concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

The BAT shall document any unusual behavior or appearance on the alcohol testing form.

Article 27

Section 2.13 Substance Abuse Professional (SAP)

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;

2. Referring the employee to an appropriate education and/or treatment program;

3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

4. Providing the Employer with a follow-up drug and/or alcohol testing plan for the employee;

5. Providing the employee and employer with recommendations for continuing education and/or treatment.

Section 2.14 Record Retention

The Employer shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;

2. Documentation of the Employer's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;

3. Records of the training and proficiency testing of each BAT used in employee testing; and

4. Any required log books.

The Employer or its agent must maintain for two (2) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section 2.15 Release of Alcohol Testing Information

The Breath Alcohol Technician (BAT) shall inform the employee before testing that the Employer will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from service and considered medically unqualified to drive under DOT agency rules and regulations.

When a grievance is filed as a result of a positive test the Employer shall obtain records relating to the alcohol test. Upon receiving the records, the Employer shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Employer.

Section 3. Provisions Applicable to Drug and Alcohol Testing

Section 3.1 Leave of Absence for Rehabilitation

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment in an approved program for alco-

hol or substance abuse. Employees may use the TForce Freight Employee Assistance Program (EAP), a Union sponsored rehabilitation program, as well as any other referral service in choosing an approved program for treatment.

The leave of absence must be requested prior to the commission of any act subject to disciplinary action except as set forth above. The leave of absence shall be for a maximum of ninety (90) days; additional time may be granted if it is mutually agreed between the Company and the Union, or requested by the Substance Abuse Professional (SAP). While on such leave, the employee shall not receive any of the benefits provided by this Agreement, except the continued accrual of seniority.

All alcohol/drug treatment agreements including pre-care, after-care and return to work agreements entered into shall be confidential and signed by the employee and the SAP overseeing the treatment program and must have been approved by the Local Union business agent prior to the employee's signature. The post-care agreement shall comply with all provisions of this Article. The Employer agrees to recognize the employee's rights to privacy and confidentiality while being party to such an agreement.

Section 3.2 Paid For Time

Testing—Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection or testing site.

2. (a) If the collection or testing site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work, pay for travel time one (1) way between the terminal and the collection site or the collection site to the terminal; or (b) For travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's terminal.

Section 3.3 Off-Duty DUI

Any driver cited for Driving Under the Influence who does not have his/her license suspended, or who has limited driving privileges, shall immediately notify the Company of the citation and be assessed by a SAP within five (5) working days of the citation. If the SAP determines the driver does not require rehabilitation, then he/she shall be allowed to return to driving. Until the assessment is completed, the driver shall be allowed to work inside in accordance with Article 21, Section 2 (a) for up to two years. If rehabilitation is required, the SAP shall determine the terms upon which the employee may return to work. The employee shall be returned to driving once he/she successfully completes the rehabilitation program provided his/her driving privileges have been restored. The one time right to rehabilitation provided in this Article shall not be applicable to a driver who completes a rehabilitation program under this paragraph, unless, as a result of the DUI citation, the driver is convicted or loses his/her license for driving.

Section 4. Training

If the Company requires an employee to undergo substance abuse training, the employee will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

ARTICLE 28
NON-DISCRIMINATION

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, or national origin nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, or national origin or engages in other discriminatory acts prohibited by the Americans With Disabilities Act or other applicable local, state or federal law.

ARTICLE 29
MAINTENANCE OF STANDARDS

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of the Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

ARTICLE 30
MEAL PERIOD

Section 1. Road Driver Meals at Via Points

The Company may direct a driver to take a meal period at a via point(s). If the driver is on a pre-dispatched tour of duty that terminates at point of origin (turnaround), the meal period [thirty (30) to sixty (60) minutes may be taken at any time during such tour of duty at the farthest point. If the driver at a meet point has taken a half hour lunch and the corresponding driver arrives, the driver may modify his/her lunch period and depart the meet point if he/she has been on lunch at least thirty (30) minutes. Driver will not be required to take a meal period at a via point prior to the end of the third hour since the beginning of his/her tour of duty. A meal period shall not be compulsory at Service Centers or locations where there is no accessible eating place.

Section 2. Local Cartage and Clerical Meals

Local Cartage and Clerical Employees shall be scheduled between thirty (30) minutes and one (1) continuous hour for meals but not more than one (1) hour in each ten (10) hour period. No employee shall be compelled to take a meal period before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. The scheduled meal period may be varied by mutual agreement.

Section 3. Legal Requirements

Meal periods must be taken in accordance with applicable federal, state and local laws.

Section 4. Breaks

Employees will continue to maintain their current practice of paid breaks.

ARTICLE 31
LODGING

Hotel/Motel rooms shall be equipped with blinds or draperies or otherwise suitably darkened during daylight hours. Hotel/Motel rooms shall be clean and sanitary.

Hotel/Motel rooms shall have adequate heating and cooling systems, and, where practical and possible, individual room regulators shall be made available.

All road drivers lodging shall be maintained on the basis of one (1) driver per room.

The Company shall furnish transportation to and from the nearest public transportation, where there is no unreasonable delay, at an away-from-home Service Center, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where the driver is allowed to use the tractor for transportation.

The Employer agrees that all drivers who request their rest not to be interrupted, shall receive ten (10) hours of uninterrupted rest.

ARTICLE 32
RAIN GEAR, GLOVES, AND YARD LIGHTS

All hostler and yard employees shall be provided with rain gear. Any Service Center employee handling hazardous freight shall be

provided with rubber gloves suitable for the type of freight being handled. Employees handling toxic material as a first responder shall also be furnished with respirator masks and rubber gloves. No employee shall handle a toxic material spill. The Company shall furnish adequate yard lighting at the Service Center in accordance with the Industrial Code in the area.

ARTICLE 33
SANITARY CONDITIONS

The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and with toilet facilities, and a clean break/lunchroom area, unless otherwise mutually agreed. The Company also agrees to maintain sanitary drinking water. An emergency first-aid kit shall be furnished within a reasonable distance of the Company's dock.

ARTICLE 34
JURISDICTIONAL DISPUTES

Any jurisdictional dispute between the Local Union and any other non-Teamster union shall be resolved in accordance with applicable law. In the event that any dispute should arise between any Teamster Local Union signatory to this Agreement and any other Teamster-affiliated Local Union relating to the jurisdiction over employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union bodies which have the authority to determine such dispute, and such disputes shall not be submitted to arbitration under this Agreement or to legal or administrative agency proceedings. It will be a violation of this Agreement if any Union or employee engages in a work stoppage or picketing in furtherance of a jurisdictional dispute.

ARTICLE 35
EMERGENCY REOPENING

In the event of war, declaration of emergency, pandemic, imposition of mandatory economic controls, adoption of national health

care, or any congressional or federal agency action which has a significantly adverse effect on the financial structure of the Employer, or adverse impact on the wages, benefits or job security of the employees, during the life of this Agreement, either party may reopen the same upon sixty (60) days' written notice and request renegotiation of the provisions of this Agreement directly affected by such action. There shall be no limitation of time for such written notice. If no agreement is reached within sixty (60) days from the notice, the issue(s) will be submitted to expedited interest arbitration. The arbitrator shall select the last offer made by either party and shall issue his/her decision within thirty (30) days of the hearing. The parties shall comply with the decision of the Arbitrator and the Company shall not make any changes in the Agreement except those approved by the Arbitrator.

If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

ARTICLE 36

[RESERVED]

ARTICLE 37
SUSPENSION OR REVOCATION OF LICENSE AND EMPLOYEE'S BAIL

Section 1. Employee Must Notify the Company of Violations

In the event an employee receives a traffic citation for a moving violation which would contribute to a suspension or revocation or suffers a suspension or revocation of his/her right to drive the Company's equipment for any reason, he/she must notify the Company before his/her next report to work. Failure to comply will subject the employee to disciplinary action up to and including discharge.

Section 2. Compliance with Company Instructions

If such suspension or revocation comes as a result of his/her complying with the Company's instruction, which results in a succession of size and weight penalties or because he/she complied with the Company's instruction to drive Company equipment which is in violation of DOT regulations, the Company shall provide employment to such employee at not less than his/her regular earnings at the time of such suspension for the entire period thereof. This paragraph shall not apply to an employee who knows that the Company equipment is in violation of DOT regulations before he/she begins his/her run, but fails to notify the Company in writing of the defective equipment. The Company shall be responsible for any citation issued if it occurred through no fault of the driver.

Section 3. Employee Bail

Employees will be bailed out of jail if accused of any offense in connection with a condition caused or created by the Company. If an employee is forced to spend time in jail or the courts because of a condition created by the Company, the employee shall be compensated at his/her regular rate of pay for work opportunities the employee would have received if not in jail or the courts and shall be reimbursed for court costs, if any.

ARTICLE 38
UNION AND COMPANY COOPERATION

Section 1. Joint Cooperation

The parties agree at all times as fully as it may be in their power to cooperate so as to protect the long range interests of the employees, the Company, the Union and the general public served by the parties to this Agreement.

Section 2. Work Stoppages

All grievances and/or questions of interpretation arising under the provisions of this Agreement shall be submitted to the grievance

procedure for determination. Accordingly, no work stoppage, slowdown, walkout or lockout over such grievances and/or questions of interpretation shall be deemed to be permitted during the grievance process except as otherwise permitted by the agreement. Additionally, if the Company is delinquent in making health, welfare or pension contributions, the Union may call a strike with one hundred and twenty (120) hours' written notice.

ARTICLE 39
SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, the issue(s) will be submitted to expedited interest arbitration. The arbitrator shall select the last offer made by either party and shall issue his/her decision within thirty (30) days of the hearing. The parties shall comply with the decision of the Arbitrator and the Company shall not make any changes in the Agreement except those approved by the Arbitrator.

ARTICLE 40
CHANGE OF OPERATIONS

The parties agree that there must be a procedure to permit timely and efficient Change of Operations in order to meet marketplace demands and changing customer needs. The Employer agrees that Service Centers and facilities covered by this Agreement shall not be transferred, changed or modified without notification of and discussion with the Local Union in accordance with this Article.

(a) The Employer agrees that prior to any change in its operation that will result in a change of domicile and/or possible layoff of seniority employees, it shall notify the affected Local Union(s) in writing with the specific details and information then available and then meet jointly with them to inform them of the proposed changes and to resolve questions raised in connection with the proposed change. The information will be provided at least seven (7) days prior to the meeting. During this joint meeting the Employer and the Union shall reduce to writing all agreed upon issues and both parties shall sign the written document in acknowledgement of such agreement. The parties shall also reduce to writing all unresolved issues, if any, and they shall be referred directly to the appropriate Regional Change of Operations Committee. This meeting shall be completed where practical at least forty-five (45) days prior to the proposed change. The change may not be implemented until the forty-five (45) days' notice is provided and the meeting is completed unless the operational change is dictated by emergency conditions. The Union shall not unreasonably delay the scheduling or completion of the requested meeting. Any unresolved issues reflected in Section (c) below, which have been reduced to writing, will be resolved pursuant to that Section.

(b) Any agreed to change of operations reached by the Local Union(s) and the Employer shall be reduced to writing and filed with the Joint National Change of Operations Committee. It is understood that a regional area representative of the affected region(s) shall sit on the Joint National Change of Operations Committee.

(c) A Joint Change of Operations Committee will be established in each of the four (4) Regional areas and will resolve issues arising out of the proposed change of operations. The Committee will resolve issues involving seniority application, transfers, bidding, work rule application, and layoff questions for employees who are involved in the change. All affected parties will convene and attend the Regional Joint Change of Operations Committee meeting prior to the scheduled implementation date to resolve these issues.

If the Regional Joint Change of Operations Committee is unable to resolve the issues, such issues shall be referred to the Joint National Change of Operations Committee for resolution. If the issues reflected in this Section are not resolved by the Joint National Change of Operations Committee, they shall be submitted to an expedited arbitration using the arbitrators on the National Panel for that area.

The Committee which decides the issues, as described above, shall retain jurisdiction for a period of twelve (12) months following the change of operations decision. The decision of the Committee shall be final and binding.

The following shall apply to the closing or transfer of covered work:

(1) Whenever a Service Center is closed and the work is transferred to or absorbed by another Service Center, the affected employees will be entitled to follow their work and their seniority shall be dovetailed at the new Service Center.

(2) Whenever a Service Center is partially closed and the work of city drivers and all other regular employees, excluding over-the-road drivers, is transferred to or absorbed by another Service Center, the affected employees may either follow their work and have their seniority dovetailed in the new Service Center or be allowed to exercise their seniority in their present Service Center and displace the least senior employee in their respective classifications. If any of the employees whose work is transferred elects not to follow his/her work, then he/she shall have the same rights as the remain-

ing employees on the seniority list from which the work was transferred to bid the work being transferred. Those employees who follow the work shall have their seniority dovetailed in the new Service Center.

(3) In a Change of Operations affecting over-the-road drivers, the following language will apply: Whenever a Service Center is partially closed and the over-the-road work is transferred to or absorbed by another Service Center, all over-the-road drivers, in seniority order, will have the option of following the available work and have their seniority dovetailed in the new Service Center or be allowed to exercise their seniority in their present Service Center, and take whatever jobs become open as a result of other employees following the work or taking a layoff. If a senior over-the-road driver elects to take a job which has been transferred out, the displaced employee(s) will fill the vacated job(s) by seniority until the next bid.

(4) The parties will meet to determine how this Article shall be applied in the event either one (1) of the two (2) Service Centers involved in a transfer of work has employees who are not represented by the Union.

(d) In the event the Employer moves an operation more than seventy-five (75) miles, the Employer shall pay reasonable moving expenses for all full-time employees who choose to move. In addition, to be entitled to a paid move, the employee's commute to work must be twice as many miles as before the relocation of the operation. The expense shall include the reasonable cost of packing and the moving of household goods or house-trailer (if used as his/her residence) including dismounting and mounting. However, it is understood that the cost of such move shall not exceed six thousand dollars ($6,000.00) per move. The employee(s) who transfer will have one (1) year from the date of the change to move.

(e) No work or operations covered by this Agreement shall be transferred or moved outside the bargaining unit as a result of a Change of Operations. All terms of this Agreement shall apply once the Change of Operations is completed.

ARTICLE 41

[RESERVED]

ARTICLE 42
INCLUSIVENESS OF CONTRACT

Section 1. Workweek Reduction

If either the Fair Labor Standards Act or the Hours of Service Regulations are subsequently amended so as to result in substantial penalties to either the employees or the Company, a written notice shall be sent by either party requesting negotiations to amend those provisions which are affected.

Section 2. New Equipment and Operations

Upon request, the Company and the Union shall meet and discuss rates of pay not previously established in this Agreement for new types of equipment and/or operations and/or changes in law affecting equipment or operations.

Section 3. Extra Contract Agreements

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE 43
OTHER MODES OF TRANSPORTATION

The Employer's right to use other modes of transportation will not result in the lay-off of a driver on the payroll as of the date of ratification. Other modes of transportation is defined as rail, barge, ship, drones, air, etc.

Use of ground carriers is governed by Article 44.

ARTICLE 44
SUBCONTRACTING

(a) Local Cartage, Road Driver, Clerk, Weight and Measures Clerks

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings, covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees unless otherwise provided in this Agreement. The Employer may not subcontract work in any classification for the purpose of avoiding overtime, or to avoid filling existing, or creating additional bargaining unit positions. The Employer may not subcontract work at a facility in any classification if any employee who normally performs such work at that facility is on layoff or is receiving less than his/her appropriate daily guarantee in his/her classification. Nor shall the Company use any robots, driverless vehicles, drones, or other technology to move freight or replace drivers, clerks or dockworkers.

(b) The Employer may subcontract work in order to meet service commitments if it does not possess the facility, equipment or personnel to perform such work. In no event shall this paragraph be used as a basis to subcontract Road Driver work.

(c) Road Drivers

(1) Road Drivers guarantees will be protected as long as the Employer utilizes any subcontracting or other modes of transportation during the life of this Agreement. Road drivers will be given a daily guarantee if work in the road classification is not offered.

(2) Road Drivers daily guarantee will be set at fifty-six (56) miles per hour on an eight (8) hour day times the applicable mileage wage in effect. Such guarantee will be utilized in the Road Driver classification when performing road work. (Shuttle and drayage work shall

not count as road work for the purposes of determining if a road driver has met the guarantee.) Road drivers will be guaranteed and the Company's obligation to a road driver will be behind the wheel for eight (8) hours or more, such runs may include drop/hooks, fueling, or on property road work (inclusive of the run), once the above has been met the employer's obligation has been met in this section. No road driver will be obligated to work the dock or jockey positions unless otherwise provided in this Agreement.

(3) The Employer's current mini-hub operation may continue at ratification. Any future expansion of the Employer's mini-hub operation must be approved by TNFINC.

(d) At the outset of this Agreement, the Employer's subcontracting (and other modes of transportation) level is set at the March 2023 vendor report percentages. The total subcontracted miles and other modes of transportation will be reduced to the following percentages and the miles will be returned to the bargaining unit.

Annual Period	Maximum subcontracted miles
August 1, 2023—January 31, 2024	45.8%
February 1, 2024—July 31, 2025	44.8%
August 1, 2025—July 31, 2026	43.9%
August 1, 2026—July 31, 2027	41.9%
August 1, 2027—July 31, 2028	39.5%

(e) In addition to the protections set forth above, the Company agrees it will provide to the Union Chair of TNFINC a monthly report in writing detailing the number of runs completed and loads pulled by outside vendors sorted based on the origination and destination terminals. These monthly reports will also include a system wide comparison of the total miles run and percentage of miles moved by contractors/other modes of transportation versus the Company's Road Drivers. Each report will include the described data for the prior calendar month and will be provided within fifteen (15) calendar days of the beginning of the following calendar month.

If the percentage of total contracted miles/other modes of transportation exceeds the limits described in Section (e) above, the Compa-

ny shall create an additional twenty-five (25) Road Driver positions for each one (1) full percentage point above the scheduled reduction, in the following calendar year. The Company retains the sole right to assign these drivers to facilities as it deems appropriate.

Failure to meet the reduction in subcontracting (and other modes of transportation) by the levels and dates specified above in Section (e) will result in a penalty payment of five hundred dollars ($500.00) to each road driver for each percentage point above the specified level.

ARTICLE 45
AIR CONDITIONING

All newly manufactured tractors and acquired tractors and jockey/hostlers regularly assigned to the fleet after the effective date of this Agreement shall be equipped with operable air conditioning.

ARTICLE 46
SUPERVISOR WORKING

The Employer agrees that the function of a supervisor is the supervision of employees and not the work of the employees they supervise. The Employer shall maintain a sufficient workforce to staff its operations with bargaining unit employees. Supervisors will not perform bargaining unit work until all reasonable efforts are exhausted to use bargaining unit employees. If it is determined at any step of the grievance procedure that this Section has been violated, the aggrieved employee filing the grievance will be paid at one and one-half times (1 ½) the applicable rate of pay for all time worked by the supervisor as a penalty.

ARTICLE 47
MILEAGE RATES

Mileage Determination

Employees working under this Agreement shall be paid over routes designated by the Employer, for miles based on data provided by

"Microsoft Streets and Trips" (or any future successor program). A driver shall not go off-route without advance Company approval. If approved, the driver shall document the additional miles driven.

ARTICLE 48
JOINT COMPETITION COMMITTEE

A joint TFF/IBT Competition Committee shall be created with an equal number of Employer and Union representatives. The Committee shall meet upon written request by either party for the purpose of discussing and evaluating proposals which, if adopted by the Committee, could create additional bargaining unit jobs, enable the Employer to effectively compete with other companies, implement new services and products, or change existing services. Nothing within this provision or Agreement shall require the Employer to offer or maintain any particular service or product.

ARTICLE 49
DURATION

This Agreement shall be in full force and effect from August 1, 2023 to and including July 31, 2028, and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Memorandum of Understanding

TForce Freight and the Teamsters National Freight Industry Negotiating Committee agree that:

The Company will implement a program to provide assistance to its employees who wish to obtain a CDL.

Addendum to the TForce Freight Agreement Covering Over-the-Road and Local Cartage Operations

TForce Freight, hereinafter referred to as the "Employer" or "Company," and the Teamsters National Negotiating Committee, hereinafter referred to as "TNFINC" or "Union," representing Teamster Local Unions affiliated with the International Brotherhood of Teamsters, agree the TForce Freight Agreement ("TFFFA") shall apply to the employees covered by this Addendum as specified below:

1. The following Articles of the TFFFA shall apply to employees covered by this Addendum, except as may be modified in other sections of this Addendum:

Articles 1, 2, 3, 4, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25, 27, 28, 29, 32, 33, 34, 35, 36, 38, 39, 40, 42, 46, 48 and 49.

2. The following sections of Articles of the TFFFA shall apply to employees covered by this Addendum: Article 5, Sections 1(a), (b), (c), (f), and 3 and 5; Article 10, Section 1; Article 13(a), (c), (d), (e), (f) and (g); Article 18, Section 3; Article 23, Sections 1(b) and (d), 2 and 3; Article 30, Section 3; and Article 37, Section 3.

3. The following Articles or portions of Articles shall not be applicable to employees covered by this Addendum: Article 5, Sections 1(d), (e), and (g), 2, 4, and 6; Article 10, Section 2; Article 13(b); Article 18, Sections 1, 2, and 4; Article 23, Section 1(a) and (c); Article 26; Article 30, Sections 1 and 2; Article 31; Article 37, Sec-

tions 1 and 2; Article 41, Article 43, Article 44, Article 45 and Article 47. Substitutions, if necessary, for these Articles or Sections are set forth below.

4. Article 1, Section 1 shall be modified to add a second paragraph that reads:

"This Agreement shall also cover, where already recognized, those employees who are employed as a manifest clerk, OS&D clerk, dispatch clerk, appointment clerk, outbound clerk, inbound clerk, or billing clerk. A list of locations at which covered employees have been recognized is Attachment A to the Clerical Addendum."

5. Article 1, Section 2 shall be modified to add a second paragraph that reads:

"The execution of this Agreement on the part of the Employer shall also cover all employees described in the second paragraph of Article 1, Section 1 in the bargaining unit at any existing terminal at which the TNFINC has been certified or designated to act as the collective bargaining representative. The following locals have been designated by the TNFINC to represent covered employees and, as such, are parties to this Addendum: 25, 41, 63, 89, 107, 120, 135, 251, 299, 385, 431, 492, 523, 577, 612, 657, 667, 707, 710, 728, 745, 891, and . . ."

6. As a substitution for those Article 5 provisions which the parties agree will not apply to the employees covered by this Addendum, the following will apply:

Section 1. (d) For employees covered by this Addendum there shall be two (2) seniority lists, one (1) for full-time clerks and one (1) for casual clerks.

Section 1. (g) In developing the initial Clerks' seniority list referenced above, the Company shall use the employee's Company seniority date unless a particular employee transferred into his/her current Service Center from another Service Center. In such event,

the employee's transfer date to the current Service Center shall be used to develop the seniority lists.

Section 2. When it becomes necessary to reduce the working force the last employee hired on the casual seniority list shall be laid off first. If a clerk job is eliminated, the affected employee may bump the most junior employee within the classification provided the bumping employee is qualified to do the job. If a full-time clerk displaces a casual clerk, he/she shall be governed by the four (4) hour guarantee. The bumping employee goes to the bottom of the classification seniority list. If the employee exercises the right to bump and receives a recall notice, the employee must return to the position from which he/she was laid off. Company benefits will be provided in accordance with the terms of the applicable SPD.

Section 4. (a) Starting times by classification will be posted for bid on the Union bulletin board on a semi-annual basis. The bids will contain a description of the clerical jobs that are posted. Bids shall remain posted for fourteen (14) calendar days. The most senior employee bidding on the job shall be awarded the job.

Section 4. (b) Available new or vacated bargaining unit jobs will be posted within seven (7) calendar days. The bid will remain posted for fourteen (14) calendar days on the Union bulletin board. Such postings shall include the start time and a description of the job. The most senior full-time employee bidding on the job shall be awarded the job, provided he/she is qualified. The resulting vacancy, or the initial vacancy, if no full-time employee is awarded it, shall be available for bid by part-time clerical employees, if any, in that Service Center. If there are no part-time clerical employees in the Service Center, the Company shall have the right to fill the resulting vacancy, or the initial vacancy if it is not awarded, by a new hire. If a part-time employee is awarded the full-time vacancy, the Company shall have the right to fill it with a new hire.

If an employee is going to be off work for more than forty-five (45) days, the job will go up for bid, provided however, when the employee returns he/she shall return to his/her original bid job. Any bidder must be available and qualified to perform the work.

7. As a substitution for those Article 18 provisions which the parties agree will not apply to employees covered by this Addendum, the following will apply:

Section 2. Casual and full-time employees' schedules will be posted by Friday of the preceding workweek if there is any change. If there is no change, the schedules need not be posted. An employee's start time can be altered by this posting by up to two (2) hours of its normal time. The Company may also alter the start time on a daily basis by more than two (2) hours, provided the employee is notified prior to reporting to work. All employees shall be scheduled for five (5) consecutive workdays, either Monday through Friday or Tuesday through Saturday. Full-time employees shall be guaranteed eight (8) hours pay per day when put to work and the standard workweek shall be forty (40) hours per week. Casual employees shall be guaranteed four (4) hours per day on any day he/she is scheduled and reports to work.

One-and-one-half (1 ½) times the regular hourly rate shall be paid for all work performed on the seventh (7th) consecutive day of work, except where the seventh (7th) day of work falls on Sunday, in which case double time shall be paid.

8. Any Article or Section of the TFFA that is applicable to employees covered by this Addendum and references "casual" employees shall be deemed to cover part-time clerks.

9. As a substitution for Article 44 of the TFFA, the parties agree that the following will apply to employees covered by this Addendum:

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings, covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement. The Employer may not subcontract work in any classification for the purpose of avoiding overtime, or to avoid

filling existing, or creating additional bargaining unit positions. The Employer may not subcontract work in any classification if any employee who normally performs such work is on layoff.

10. As a substitution for Article 30, Sections 1 and 2, the following will apply:

All covered employees shall continue to receive their scheduled rest and lunch breaks.

11. As a substitution for paragraph 9 of the May 11, 2009 MOU between the parties, the following shall apply:

The Company will provide employees covered by this Addendum two (2) hour show-up pay; however, the parties agree the employee shall first be afforded his/her right under Article 5 to displace less senior employees provided work is available. The two (2) hour show-up pay shall apply if no work is available.

12. The parties agree that the following provisions shall constitute a new Article 23, Section 4 applicable only to those employees covered by this Addendum:

Section 4. Technological change shall be defined as any significant change in equipment or materials which results in a significant change in the work of the bargaining unit or diminishes the number of workers in the bargaining unit.

(a). The Employer and the Union agree to establish a National Teamster/ TForce Freight Committee for Technological Change, consisting of an equal number of representatives from the Union and TForce Freight. The Committee shall meet in conjunction with the National Grievance Panel as necessary to review any planned technological changes covered by this Section.

(b). The Employer will advise the National Teamster/ TForce Freight Committee for Technological Change of any proposed technological changes at least six (6) months prior to the implementation of such change except where the change was later deter-

mined in which case the Employer shall provide as much notice as possible.

(c). The Employer shall be required to provide the National Teamster/ TForce Freight Committee for Technological Change, upon written request, any relevant information to the extent available regarding the technological changes.

(d). The Employer will meet with if requested, the National Teamster/ TForce Freight Committee for Technological Change, promptly after notification to negotiate regarding the effects of the proposed technological changes.

(e). If a technological change creates new work that replaces, enhances or modifies bargaining unit work, bargaining unit employees will perform that new or modified work. The Employer shall provide bargaining unit employees with training required to utilize the new technology, if necessary.

(f). In the event that the National Committee cannot reach agreement on the dispute, either party may refer all outstanding disputes to the National Grievance Committee for resolution in accordance with the provisions of Article 7 in order to determine if the Employer has violated the provisions of this Section or if the change will result in a violation of any other provision of the collective bargaining agreement.

13. The only part of any prior Letter or Memorandum of Understanding, Letter of Agreement, or settlement between the parties under the TFFA that will apply to the employees covered by this Addendum are:

(i) The Letter of Understanding on Article 8, Section 1; and

(ii) Paragraphs 2, 3, 4, and 7 (except for the reference to the 90% employee) of the May 11, 2009 MOU.

National TForce Freight Agreement
"Zone" Addendum

TForce Freight ("Employer" or "Company") and the Teamsters National Freight Industry Negotiating Committee ("Union") agree to the following as an Addendum to the TForce Freight Agreement ("NFA"):

1. This Addendum applies to those employees represented by the Union who have been hired to perform functions described in the NFA, in geographical areas which were previously serviced by a vendor. The employees and geographical zones covered by this Addendum are as described in Attachment A;

2. The NFA shall apply to employees covered by this Addendum except as modified in this Section:

(a) Article 18, Section 2, shall be amended to delete the requirement to provide an eight (8) hour guarantee per day for the 90% employees. However, the parties agree that when drivers are not working a full eight (8) hours, vendors will not be used in that geographical area unless necessary due to equipment needs or service reasons;

(b) Employees whose pay rates are above the scale in Article 26, shall retain their current pay rates until such time as the pay rate is commensurate with the Agreement. At such time, the employee will receive contractual increases due beyond that date;

(c) In recognition of the fact that employees covered by this Addendum do not have a Service Center in their established zone, Articles 19 and 33 of the NFA shall not apply, but any established practices in that zone relating to what is made available to the employees will continue to be observed.

(d) In recognition of the fact that employees covered by this Addendum may be requested to perform business development ("BD") work in their assigned zones, the parties agree that such assignments shall not be a basis to claim that business development functions are covered bargaining unit work; and

(e) In recognition of the fact that the Company's conversion of zones from vendor to employees is experimental and can only be successful if costs are controlled, Article 44 of the NFA shall be amended to also permit the use of vendors in the following circumstances:

(i) Vendors can be used if inbound and/or outbound volume exceeds the capacity of existing employees or the capability of exceeding equipment. The Company commits it will not use this provision to eliminate or reduce overtime or to avoid hiring additional new bargaining unit employees if the growth in volume makes it economically feasible;

(ii) Vendors may be used to cover for employee absences, including, but not limited to, vacations and any approved leave of absence. Before using a vendor, the Company is obligated to first order this work to any employee in the zone who is in a layoff status, if any; then to any TForce Freight qualified employee on lay-off within Service Center that feeds that zone area provided the Company has sufficient notice of the absence; and

(iii) The Company retains the right to revert to vendor coverage if volume levels do not make it economically feasible to continue to provide service in that area through Company employees. If the Company determines that it is not economically feasible to continue service in any area, it shall provide the Union thirty (30) day notice of the transition. The Company will meet with the Union within the thirty (30) days to review the data in order to determine if there is mutual agreement on the economic feasibility. Mutual agreement will not be unreasonably withheld by the parties. If a vendor is implemented then the Company will engage in effects bargaining with the Union.

3. This Addendum shall continue to apply to the zones listed in Attachment A until such time as the Company opens a Service Center in that zone. The terms of the existing NFA shall apply in full at that time.

4. Additional employees may become covered by this Addendum if the Union obtains representational rights to any "Zone" employees in the future.

5. This Addendum shall remain in effect for the duration of the underlying NFA.

Memorandum of Understanding

TForce Freight agrees that it will notify TNFINC in the event it intends to increase in any significant way the number(s) of runs that include a lay-over in excess of fourteen (14) hours. If such notice is provided, the Employer, upon request, will meet with TNFINC to determine the terms on which the layovers on these runs will be implemented.

Letter of Understanding

The Parties agree that employees on the payroll on the date of ratification who possess a CDL and are classified as Dock Lead-man or Jockey will continue to receive a twenty cents ($0.20) per hour premium. Employees on the payroll on the date of ratification with a CDL and are classified as Dock Worker will continue to receive a thirty-five cents ($0.35) per hour premium. Casual employees on the payroll on the date of ratification with a CDL shall continue to receive a twenty-five cents ($0.25) per hour premium.

Letter of Understanding

The parties agree that Article 8, Section 1 (Picket Lines) shall not apply to secondary (as opposed to primary) picketing activities or to informational leafleting or any other picketing not intended to prevent TForce employees from performing their assignments, whether such activities occur at the Company's locations, en route, or at the locations of its customers. In the event the Company knows that it is dispatching employees to a customer at which picketing is occurring, or dispatching employees on routes on which employees will encounter such activities, it shall notify the Union prior to dispatch, if possible.

Article 8, Section 1 also shall not apply to activities against the Company by its employees which are in violation of this Agreement, or which have not been initiated or authorized by the Union.

Memorandum of Understanding

1. The parties agree that the Company may continue its practice regarding 4 day /10 hour work schedules where they were in place at the time of ratification. This would also apply to locations where the parties have negotiated 4/10's since ratification. Overtime will be after 10 hours, and any future implementations would need to be agreed to locally. Additionally, if any of the nine (9) named Holidays in Article 25, Section 4 occur on the regular scheduled workday for a 4/10 employee, the employee shall receive 10 hours straight time pay for the Holiday. 4/10 drivers working on a holiday will be included in item # 4 below. Employees holding 4/10 job bids will be required to work 120 work reports as otherwise defined in Article 25, Section 5 to obtain vacation or 32 reports to obtain the partial vacation calculation.

2. The parties agree that Full-Time employees laid off and displacing casual employees shall not be reduced to the casual rate of pay; rather, they shall be paid the full-time rate for the job performed.

Full-Time employees laid off and in progression will slot to the same progression step in the job they are performing. The full-time employees that were paid the casual rate while on layoff shall receive back pay.

3. The parties agree that employees who start and work on a Holiday shall be compensated at one and one-half (1 ½) their hourly rate; this does not pertain to employees whose regular scheduled workday concludes on a Holiday. The Company may continue its practice of moving the Holiday for operational needs, but must pay one and one-half (1 ½) for employees who start work on a Holiday. The Company shall not change the start times in an effort to negate the Holiday Premiums.

4. The Company shall pay any sleeper team delays as follows: after 15 minutes each driver shall be paid the appropriate Local Cartage wage rate for P & D as specified in Article 26, Section 4 or equivalent progression step for the duration of the delay.

5. If a mileage road driver experiences a traffic delay in excess of 15 minutes, then he/she shall be paid the appropriate Local Cartage wage rate for P & D as specified in Article 26, Section 4 back to the first minute. A traffic delay is defined as the wheels being completely stopped for the duration of the delay. This does not include typical rush hour traffic where the truck may be moving very slowly or starting and stopping intermittently. An example of a traffic delay would be when a highway is completely shut down for 15 minutes or more due to an incident and the vehicles cannot move at all.

6. Extra work that is offered in seniority order on non-scheduled work days does not have an 8-hour guarantee for any 90% employee. The employee may choose to either (1) get paid actual hours worked for the day, or (2) ask for four (4) hours of work. If the employee asks for at least four (4) hours of work, then the Company shall provide at least four (4) hours provided that (a) the work is available, and (b) the employee is qualified to perform the work.

7. The Company shall continue its practice of 2-hour show up pay; however, the parties agree the employee shall first be afforded his/her right under Article 5 to displace less senior employees provided work is available. If no work is available and the employee was not informed of the run being cut (or other lack of work) until he/she arrived at the Service Center, then the two (2)-hour show up pay shall apply.

Memorandum of Understanding

UPS Freight (UPS) and the Teamsters National UPS Freight Negotiating Committee (Union) agree to the following in connection with the former Teamster-represented UPS employees who are in a retired status as of December 31, 2013 and receiving retiree medical coverage through a UPS sponsored plan:

1) Retirees in UPS sponsored plans will have the following contribution rates:

Effective 1-1-2014:
Single-fifty dollars ($50.00)/retiree plus-one hundred dollars ($100.00)

Effective 1-1-2015:
Single-one hundred dollars ($100.00)/retiree plus-two hundred dollars ($200.00)

Effective 1-1-2016:
Single-one hundred and fifty dollars ($150.00)/retiree plus-three hundred dollars ($300.00)

2) Effective January 1, 2014, the current retiree medical plan will be modified to provide an 80/20 benefit in network; 70/30 benefit out-of-network, and an annual deductible of $200/$400.

3) Nothing within this paragraph is intended to alter UPS rights with regard to the retiree plans as specified in the associated Summary Plan Descriptions.

4.) 8/1/2023—12/31/2024:
Single two hundred dollars ($200.00) / Family four hundred dollars ($400.00)

5.) 1/1/2025—12/31/2025:

55 – 60	$400 Single/$800 w/Spouse
61	$300 Single/$600 w/Spouse*
62	$100 Single/$200 w/Spouse
63	$100 Single/$200 w/Spouse
64+	$100 Single/$200 w/Spouse

* Not to Exceed

6.) 1/1/2026 – 7/31/2028:

Rates as established by Board of Trustees for all plans other than TForce.

Memorandum of Understanding

TForce Freight ("Employer") and the Teamsters National Freight Industry Negotiating Committee ("Union") agree to the following Memorandum of Understanding (MOU):

(1) The parties agree that the benefits to be provided UPS Freight employees upon transition to Central States Health &Welfare Plan (CS H&W Plan) will mirror those currently provided by the UPS Health & Welfare Package Select. This includes having Kaiser as an option in California.

(2) TForce will provide the benefits of the CS H&W Plan schedule MM200 as a no cost option for TForce Freight employees who elect not to make a monthly contribution.

(3) Nothing within this MOU is intended to change the powers or duties of the trustees of the CS H&W Plan.

Memorandum of Understanding
Mileage Driver Compliance with State Wage and Hour Laws

The parties agree that the terms of this Memorandum of Understanding (MOU) shall apply to any driver paid in a mileage rate in any state which passes a law requiring separate payment for non-productive time. This MOU shall not apply in California's piece rate law.

1. In order to comply with a state's piece rate law requiring separate payment for "non-productive" time, the parties agree that the Company will compensate Mileage paid drivers for: (a) rest and recovery periods separate from and in addition to any mileage based compensation, and (b) "Other Non-Productive Time" as described in paragraph 3 below, separate from and in addition to mileage based compensation. The amount of pay for such time will be separately itemized on employees pay statements and will be calculated as provided in this MOU.

2. The rate of compensation for rest and recovery periods to be paid by the Company shall be the higher of: (a) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, and (b) the applicable minimum wage. This amount shall be paid separately from (and in addition to) the mileage-based compensation.

3. For purposes of this MOU, "Other Non-Productive Time" means time under the Company's control, exclusive of rest and recovery periods, that is not directly related to a particular delivery or pick-up, including: pre-trip inspections, in-route tire checks, logging, post-trip inspections, vehicle condition reports, traffic delays, AVR arrival/dispatches, breakdown, accidents, tractor wash, check bay time, reefer checks, and pre-trip and post-trip shop time. Any time separately compensated on an hourly rate basis now will continue to be compensated separately as provided in Article 47, Section 1 and Article 26, Section 2 mileage rates in the National Master TForce Freight Agreement. Employees will be responsible for tracking "Other Non-Productive Time" in the same manner and method reasonably required by the Company.

4. "Other Non-Productive Time" to be paid by the Company shall be paid at the higher of: (a) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (b) the applicable minimum wage or (c) the rates set forth in the Agreement.

5. Because the Company will now pay mileage drivers separately for non-productive time as described in this MOU, the parties agree that Article 47, Section 1 and Article 26, Section 2 mileage rates will need to be adjusted to account for the separate hourly payments which were covered by the mileage rates. The Company and Union shall meet twice a year (in May and December) to agree upon what the rates will be effective January 1 and June 1 of each calendar year. The rates shall be adjusted up or down based on

available historical data to approximate as much as possible the rate the driver would receive if he/she had only been paid based on the Article 47, Section 1 and Article 26, Section 2 rates. Agreement will not unreasonably be withheld.

6. Nothing in this Memorandum of Understanding is intended to change any other terms of the National Master TForce Freight Agreement or Addenda.

FOR THE UNION:

Teamsters National Freight Industry Negotiating Committee

Sean M. O'Brien, Chairman and General President
John A. Murphy, Co-Chair
Kris Taylor, Co-Chair
Ed Thompson, Co-Chair

Salvatore "Sal" Abate, LU 443
Danny Avelyn, LU 554
James Butler, LU 728
Jeff Cartee, LU 509
Melissa Cox, Rank and File, LU 41
Norman Currence, Rank and File, LU 710
Spencer Dearth, LU 776
Winston Dillard, LU 41
Shawn Dougherty, LU 107
Kevin Drysdale, LU 449
Joe Foti, LU 25
Mark Garey, LU 355
Lendon Grisham, LU 480
Charles "Tony" Jones, LU 413
Mike Jordan, LU 705
Jim Kilkenny, LU 641
Rick Laughton, LU 633
Danny Leal, LU 63
Ramon Luna, LU 667
Felix Martinez, LU 70
Kevin McCaffrey, LU 707
Tim Meadows, LU 600
Raymond Mennone, Rank and File, LU 443
Don Moran, LU 299
Dee Patel, Rank and File, LU 776
Tobey Patton, LU 480
David Payne, LU 413
Merritt Roy, Rank and File, LU 431
Rich Rzewnicki, Rank and File, LU 705
John "Shaggy" Rule, LU 710
Ron Seamans, LU 63
Rob Smiley, Rank and File, LU 776
Chris Solis, LU 988
Tom Strickland, LU 81
Joseph Villarreal-Doan, Rank and File, LU 657
Bill Wedebrand, LU 120
Dale Wentz, LU 150

Clement Tsao, Legal Counsel
Kendra Brock, Economist

FOR THE COMPANY:

TForce Freight Negotiating Committee

Zahn Reuther, Company Chair

Philip Bowen	Jason Hunter
Eric Bridges	Sean Klein
Brad Edgell	Brendan Monaghan
Rick Gannon	Daniel Powell
Ronald “Ronnie” Godbey	Toby Rees
Keith Hall	Duane Williams