

# COLLECTIVE AGREEMENT

Between

## CANADIAN FREIGHTWAYS

Division of 4186397 Canada Inc.  
(hereinafter termed the "Employer")



And



**(Canadian Office and Professional Employees Union, Local 378)**  
(hereinafter referred to as the "Union")

**Effective: January 1, 2019 to December 31, 2023**

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THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1<sup>st</sup> DAY OF JANUARY 2019

**BETWEEN: CANADIAN FREIGHTWAYS**  
(hereinafter referred to as the Employer)

Party of the First Part:

**AND: MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION, LOCAL 378)**  
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **ARTICLE 1 – GENERAL AGREEMENT**

### **1.01 Change in Agreement**

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.

### **1.02 No Other Agreement**

The Employer agrees not to enter into any agreement with any Employee or group of Employees which conflicts with the terms and conditions of this Agreement.

### **1.03 Intent**

It is the intent of the parties through this Agreement to:

- a. Establish and maintain harmonious relations and orderly collective bargaining procedures between the Employer and its' Employees represented by the Union;
- b. Establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- c. Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement.

## **ARTICLE 2 – UNION RECOGNITION**

### **2.01 Union Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees in this bargaining unit which shall be those Employees as defined in the work categories of this Agreement and the current collective bargaining certificate.

AND

The Union undertakes that no terms which are more advantageous to an employer than those contained herein will be extended to or agreed with any competitor of the Employer.

### **2.02 Union Bug**

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union and the Union Label shall remain the sole property of the Union.

### **ARTICLE 3 - UNION SECURITY**

**3.01** It is agreed that all Employees covered under this Agreement shall, as a condition of employment, within seven (7) calendar days from the effective date of this Agreement, become and remain members of the Union.

**3.02** It is further agreed that all new Employees hired subsequent to the effective date of this Agreement, shall, as a condition of employment; within seven (7) calendar days from the date of employment, become and remain members of the Union.

**3.03** a. Each new Employee, when hired by the Employer, will be informed by the Employer, that he is to contact their supervisor for the purpose of becoming a Union Member and signing an Authorization Card authorizing the Employer to deduct from his earnings, Union Initiation Fees, Union Dues and/or other assessorial charges as levied against him by the Union and so indicated on the monthly check-off list as provided by the Union and so indicated on the monthly check-off list as provided by the Union to the Employer. The Employer will remit same to the Union and dues will be payable one month in advance.

b. Signed authorization cards shall be furnished by the Union and shall be in accordance and as prescribed by the applicable Labour Relations Act.

c. The Employer will supply the following information to the Union on a monthly basis: Employee number, Employee name, Employee status, Full/Part Time status, pay rate, job title, location and date of hire. The Union may request additional information if required and the Employer will not unreasonably withhold such information.

#### **3.04 Information for New Employees**

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect; and with the conditions of employment set out in the provisions dealing with Union membership and dues. The Employer agrees that a job steward shall be given an opportunity to meet with new Employees within regular working hours, without loss of pay, within the first thirty (30) days of employment for the purpose of acquainting the Employees with the benefits and duties of Union membership.



## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union agrees and acknowledges that the Employer has the exclusive right to manage and direct its business, operations and Employees in all respects in accordance with its commitments which shall not be inconsistent with this Agreement.
- 4.02** The Union agrees and acknowledges that the Employer has the exclusive right to hire and promote and transfer and discipline and discharge for cause and to increase or decrease the working force, subject to the provisions of this Agreement and the right of the Union or the Employee or Employer to grieve as provided in Article 18.01 of this Agreement.
- 4.03** The Union and the Employees agree to use every reasonable effort and means at their disposal to assist and promote the business and welfare of the Employer. All Employees in the performance of their duties shall promote the Employer and its services to all customers and users of the Employers services.
- 4.04** The Employer shall have the right to make, alter and eliminate from time to time, procedures, policies, rules and regulations to be observed by the Employees provided they are not inconsistent with the provisions of this Agreement.

## **ARTICLE 5 - UNION REPRESENTATION**

### **5.01 Union Representative Recognition**

The Employer shall recognize the Representative(s) selected by the Union for the purpose of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all Employees within the bargaining unit as defined in Article 2.01 of this Agreement.

### **5.02 Access to Employer's Establishments**

Authorized Representative(s) and Officers of the Union will request and have access to the Employer's establishments during working hours for the purpose of investigating conditions related to the Agreement and shall in no way interrupt the Employer's working schedule.

### **5.03 Union Job Stewards**

The Union shall appoint or elect Job Stewards and shall notify the Employer, in writing, of such appointments or election. In addition to advising the Employer at the time of such appointments or election, the Union will supply the Employer's Labour Relations Department with an updated list of all Job Stewards at all terminal locations each January 1st. The Employer shall recognize Job Stewards and shall not discriminate against them for lawful Union activities. The Employer will notify the Union prior to the dismissal of a Job Steward.

### **5.04 Job Stewards Pay**

Job Stewards can carry out their duties without loss of pay during regular business hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular hours will not be paid for by the Employer. It is understood that Job Stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

### **5.05 No Discrimination for Union Membership**

The Employer shall not discharge, discipline or otherwise discriminate against any member Employee for membership in the Union, or for the exercise of rights provided by this Agreement.

## **5.06 Union Leave for Union Business**

A leave of absence may be requested by the Union for Employees for the purpose of attending Union conventions, seminars or other Union business. Where possible, such leave will be granted providing it does not interfere with the operation of the Employer's business. All such leaves will be without pay. Requests for leave shall be made in writing delivered to the Employer at least forty-eight (48) hours prior to the date and time leave is to start and shall set out the dates and times over which the requested leave is to extend.

## **ARTICLE 6 - DEFINITION OF EMPLOYEE**

### **6.01 Regular Employees**

A Regular Employee shall be considered as such an Employee of the Employer when and so long as:

- a. The Employee meets with the Employer's normal requirements;
- b. The Employee makes him/herself available to the Employer for Regular employment;
- c. The Employee has completed the probationary period;

The hours of work for Regular employees shall be a minimum of seven and one half (7 1/2) consecutive hours per day; thirty seven and one half hours (37 1/2) per week, notwithstanding any other article in this Agreement or where otherwise defined.

### **6.02 Probationary Period**

All newly-hired Employees for Regular employment shall be considered probationary Employees for the first ninety (90) calendar days of employment. There shall be no responsibility on the part of the Employer respecting employment of probationary Employees should they be laid off for lack of work or discharged during the probationary period. Before the probationary Employee can be discharged, the probationary Employee shall have had at least two (2) performance evaluations. On completion of ninety (90) days of probationary employment, such Employees shall be entitled to all rights and privileges of this Agreement.

### **6.03 Part-Time Employees**

A Part-Time Employee shall:

- a. Be hired to fill a Part-Time position of an ongoing nature. Where practicable the Employee will work according to an assigned schedule.
- b. Should a Part-Time Employee in Vancouver, Edmonton, Winnipeg or Calgary work one hundred and twenty-five (125) hours in a thirty-day calendar period, the Employer shall offer, in seniority order, to re-classify a Part-Time Employee to Regular status. Such Part-Time Employee accepting the change to Regular status shall be placed on the Regular Employee's seniority list.

- c. Be covered under the provisions of the Health and Welfare Plan in accordance with Section 4 of Appendix "B".
- d. Part-Time Employees will have the first opportunity to replace a regular employee on vacation or on an approved leave of absence and their hours worked shall be excluded from the one hundred and twenty-five (125) hour proviso in Article 6.03a.

#### **6.04 Exclusivity of Bargaining Unit Work**

Only Employees as defined in this Article herein, will be hired or used by the Employer to perform work coming within the scope of this Agreement.

#### **6.05 Temporary Employees**

Provided that the Employer has complied with 6.03(c), Temporary Employees may be hired at each location to replace an employee on vacation or on an approved leave of absence. Such Temporary Employee shall:

- a. Not be employed if there are any Regular or Part-Time office Employees on layoff at such location.
- b. Be paid in accordance with the hourly rates in Appendix A, Section 4.
- c. Have no entitlement to company benefit programs.
- d. Have no entitlement to any recall rights upon termination of employment.
- e. Have their hours worked excluded from the one hundred and twenty-five (125) hour provision as stated in Article 6.03a.
- f. Not replace an employee if the temporary coverage exceeds eighteen (18) months in duration unless mutually agreed to by the parties.

## **ARTICLE 7 - HOURS OF WORK, SHIFTS, OVERTIME & CALL-OUTS**

### **7.01 Hours of Work**

Seven and one-half (7 ½) hours within eight and one-half (8 ½) consecutive hours shall constitute one (1) full day's work; thirty-seven and one-half (37 ½) hours shall constitute one (1) full week's work, Monday through Friday inclusive, with the following exceptions:

- a. Where the Employer operates a Service Centre that works on a Monday through Saturday inclusive business operation, the company may institute a Tuesday through Saturday inclusive work schedule for a maximum of one (1) office Employee.
- b. Where the Employer requires work to be performed on a Sunday in a Service Centre with five (5) or more Employees, the Employer may establish a shift to include a Sunday workday. Such Employee working the Sunday shift shall be paid straight time pay for the first seven and one-half (7 ½) hours plus a Sunday premium in the amount equal to the shift differential rate of pay per hour for all hours worked on such Sunday. Such Sunday shift shall be limited to a maximum of one (1) Employee in each eligible Service Centre.

For clarification purposes, it is the intent to offer the Sunday work to the existing Regular Employees on an optional basis with their right to decline to bid such shift. If no Regular Employee fills such shift it shall be filled with a Part-Time Employee.

- c. Except as mutually agreed by the Parties hereto, Regular Full-Time Employees shall have the same shift starting time for each work day. Where the Employer changes an established shift starting time within a Department, or where the Employer determines a vacancy exists within a Department, the Employees, on a seniority basis within that Department, shall have preference for shift starting times, provided that there are qualified Employees within that Department who can perform the work. In such cases, the junior Employee cannot decline working the new shift time. When the Employer proposes to implement a change in such shift starting times within a Department, or when the Employer proposes to fill a vacancy within a Department, the name of the Department concerned and the new shift starting times will be posted on the Office bulletin board on Wednesday of the work week preceding the week in which such changes are to be implemented. The new shift starting times will be discussed and assigned on the last working day of the work week preceding the week in which such shift changes are to be implemented. Except as provided in Article 13.01 b., where the Employer requires that a temporary vacancy on a shift must be filled, then the vacant shift or shifts shall be offered by seniority to the Employees in that department. The most junior Employee cannot refuse such shift. When the Regular Employee returns then all

Employees revert to the shifts they held prior to the changes resulting from the temporary vacancy.

- d. The Employer may at its discretion establish and post a shift comprising five (5) consecutive work days of eight (8) hours and twenty (20) minutes per day with two (2) days off and then four (4) consecutive days of eight (8) hours and twenty (20) minutes per day and then three (3) days off. Where this shift schedule is implemented the eight (8) hour and twenty (20) minute day will be applicable in all daily and weekly guarantees provided in this agreement (i.e. overtime is paid after eight (8) hours and twenty (20) minutes in the day versus the traditional seven and one-half (7 1/2) hour day). The Employer may at its discretion establish and post a shift comprising four (4) consecutive work days between Monday and Friday comprising three (3) days of nine and one-half (9 1/2)) hours and one (1) day of nine (9) hours. Where this shift is implemented, the nine and one-half (9 1/2) and nine (9) hour day will be applicable in all daily and weekly guarantees provided in this agreement.

## **7.02 Shift Differential**

For all actual hours worked between the hours of 1659 and 0700, a Shift Differential over and above Rates of Pay applicable to the Employees job classification will be paid to Employees who work such hours. Such Shift Differential will be in the amount of seventy-five cents (\$0.75) per hour for all actual hours worked between the hours of 1659 and 0700.

## **7.03 Overtime**

- a. All time worked before or after the regularly established shift for that Employee and which is in excess of seven and one-half (7 1/2) hours per day, shall be considered overtime and paid at the established overtime rate of time and one-half for the first two (2) hours and double the straight time rate thereafter.
- b. Employees may decline overtime on a seniority basis providing there are other qualified Employees available that can perform the work. In such cases the Junior Employee cannot decline working overtime.
- c. Banked Overtime
  1. All Full-Time Regular Employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year. The following conditions will apply:

- a) Where an Employee wishes to bank their overtime for the following year, they must advise the Company, in writing within a two week period from December 1 - December 15 of the current year. Once declared, the arrangement will remain in effect for the duration of the following year. Banked overtime will be accumulated as follows:
  - i. An Employee will be allowed to accumulate hours to a maximum bank equivalent to thirty-seven and one half (37 ½) hours straight time pay in each calendar year.
  - ii. Banked overtime shall be credited in terms of hours.

Example: Banked Overtime Accumulation

Overtime Worked	Hours Accumulated
1 hour at time and one-half	1 ½ hours banked
1 hour at double time	2 hours banked

- iii. For terminated or laid off Employees, all accumulated hours in the Employee's bank shall be paid out in total on their final pay.
- 2. Employees will be allowed to book their accumulated banked time under the following conditions:
  - a) All banked overtime earned as at December 31 each year must be taken within the following year.
 

Any accumulated banked overtime from the prior year not taken in the following year will be paid out to the Employee, however, the Employee may request to be paid out at any time during the year following the year the overtime was banked.
  - b) Employees who have accumulated banked overtime shall be entitled to utilize the time in no less than single day increments.
  - c) All requests for banked overtime days must be submitted in writing with twenty-one (21) days prior notice or less notice in the case of exceptional circumstances.
  - d) Time off requests will be approved at the Employer's discretion.



- d. An employee will be entitled to a paid one-half (1/2) hour meal period where the actual overtime worked is two (2) hours or longer after their regular day or shift.

#### **7.04 Additional Overtime Entitlements**

Employees required to work on a General Holiday shall be paid for time worked at the rate of one and one-half (1½) times the straight time rate.

The overtime rate of two (2) times the straight time rate will apply to Employees required to work a sixth (6th) or seventh (7th) shift in any seven (7) day period.

#### **7.05 Call-Outs and Call-Backs**

An Employee reporting for duty on a call-out or call-back basis, inconsistent with such Employee's Regular day or shift, shall be guaranteed a minimum of four (4) hours work, but after completion of the duty that the Employee was called for, the Employee may book off work with a minimum of two (2) hours pay.

#### **7.06 Minimum Hours**

Employees who report to work at the time they were instructed by the Employer to report (and who are not given work at that time), shall receive four (4) hours pay at the appropriate rate.

#### **7.07 Guaranteed Hours of Work**

Regular Employees who start work on any shift shall receive not less than seven and one-half (7 ½) hours pay at the applicable rate for such shift unless they voluntarily quit. Part-Time Employees who start work on any shift shall receive not less than four (4) hours pay at the applicable rate for such shift unless they voluntarily quit.

#### **7.08 Lunch Period**

No Employee shall be required to work more than five (5) hours or less than three (3) hours without being given a lunch period of either one-half (½) hour or one (1) hour in duration. Such lunch period to be taken at the time as mutually agreed between the Employer and the Employee.

At May 1st and October 1st of each year, a list of Regular Full-Time Employees will be posted for seventy-two (72) hours at each terminal location. During this seventy-two (72) hour period, the Employee will select either the one-half (1/2) hour or one (1) hour lunch period. Shifts will be adjusted and assigned to the Employees, allowing each Employee the length of lunch period selected on the posting. Such adjustments will take place on the first working day of the week following the date the posting is completed. Shift adjustments to accommodate changes in lunch periods will not be subject to the provisions of Article 7.01 b., but such shifts will not be altered more than one-half (1/2) hour from the Employee's shift at the date of the posting.

### **7.09 Rest Periods**

Two (2) rest periods per day of fifteen (15) minutes each, one (1) in the first half and one (1) in the second half of each seven and one-half (7 1/2) hour shift, will be taken without loss of pay. Part-Time Employees will be allowed one (1) fifteen (15) minute paid rest period in a four (4) hour shift. Part-Time Employees working a full seven and one-half (7 1/2) hour shift shall be allowed two (2) rest periods for such day of fifteen (15) minutes each, one (1) in the first half and one (1) in the second half of each seven and one-half (7 1/2) hour shift, without loss of pay.

## **ARTICLE 8 - GENERAL HOLIDAYS**

### **8.01 General Holidays**

All Employees who have completed thirty (30) calendar days of employment shall be entitled to nine (9) General Holidays. The said General Holidays are:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day

And in addition to the foregoing:

- i. Employees in the Yukon Territory shall have entitlement to Aboriginal Day and Discovery Day.
- ii. Employees in British Columbia shall have entitlement to Family Day and British Columbia Day (first Monday in August).
- iii. Employees in Alberta and Saskatchewan shall have entitlement to Family Day and the Civic Holiday (first Monday in August).
- iv. Employees in Manitoba shall have entitlement to Louis Riel Day and the Civic Holiday (first Monday in August).
- v. Should the Government of Canada legislate and proclaim an additional General Holiday in addition to those listed above, the Employer agrees to recognize such day as an additional General Holiday.

## **8.02 General Holiday Pay**

Regular Employees will receive seven and one-half (7½) hours pay at their job classification rate as outlined in this Agreement for the General Holidays described in Article 8.01. Part-Time Employees will receive the greater of:

- i. Four (4) hours pay at their job classification rate as outlined in this Agreement for the General Holidays described in Article 8.01, provided they have worked on ten (10) days in the thirty (30) calendar days immediately preceding the General Holiday.

OR,

- ii Seven and one-half (7½) hours pay at their job classification rate as outlined in this Agreement for the General Holidays described in Article 8.01, provided they have been paid a minimum of one hundred and twenty (120) hours in the thirty (30) calendar days immediately preceding the General Holiday.

## **8.03 Entitlement to General Holiday Pay**

Employees shall be entitled to General Holiday pay for the specified General Holiday subject to the following qualifications:

- a. An Employee shall not be entitled to receive pay for any General Holiday where such General Holiday falls while the Employee is on a requested and approved leave of absence for any reason. However, if absence is due to sickness the Employee shall be paid for the General Holidays that fall within the first thirty (30) days of such period of absence.
- b. Employees failing to report for duty other than for proven sickness and/or Employer authorization, on the last normal work day before and/or the first normal work day after such General Holiday, shall not be paid for that General Holiday.
- c. Regular Employees who have been laid off for lack of work and return to work within thirty (30) days after a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday UNLESS they terminate employment within thirty (30) days after their return to duty.

#### **8.04 General Holidays on Days Off**

- a. General Holiday pay shall be paid the Employee so entitled and so qualified in accordance with this Agreement regardless upon which day in the week that General Holiday may fall.
- b. In the event any of the General Holidays enumerated in Article 8.01 above, occur during the period of an Employee's vacation, an additional day's vacation shall be allowed for each General Holiday so occurring, on either the last working day preceding or the first working day following the vacation period. In the event Canada Day, the Provincial or Territorial Civic Holiday or Labour Day fall during an Employee's vacation, the Employee will be allowed the following additional options:
  - i. Be paid for the General Holiday at the time vacation is taken and not take a day in lieu for the General Holiday.
  - ii. Be paid for the General Holiday at the time vacation is taken in lieu of the General Holidays in the period between October 1st and December 31st, which day(s) shall be scheduled on a day mutually agreed on by the Company and the Employee.
  - iii. The option chosen above must be requested in writing at the time the employee's vacation time is booked.
- c. When a General Holiday falls on an Employee's regular day off, then such Employee will be granted a day off in lieu of such General Holiday on either the last working day preceding, or the first working day following such General Holiday. The Employer will designate the day to be granted as the day in lieu and such day will be without pay.

## **ARTICLE 9 - ANNUAL VACATIONS and VACATION PAY**

### **9.01 Vacation Entitlement**

All Employees (including Regular Part-Time Employees) shall receive:

- a. Two (2) weeks vacation with pay after the completion of each calendar year of continuous service with the Employer,  
OR,
- b. Three (3) weeks vacation with pay after the completion of three (3) years of continuous service with the Employer and annually thereafter,  
OR,
- c. Four (4) weeks vacation with pay after the completion of nine (9) years of continuous service with the Employer and annually thereafter,  
OR,
- d. Five (5) weeks vacation with pay after the completion of fifteen (15) years of continuous service with the Employer and annually thereafter,  
  
OR,
- e. Six (6) weeks vacation with pay after the completion of twenty-one (21) years of continuous service with the employer and annually thereafter.

### **9.02 Vacation Pay**

Payment for vacation periods as outlined in Article 9.01 above, will be as follows:

- a. Four and one-half per cent (4 ½%) of annual earnings earned while in the employ of the Employer for two (2) weeks vacation as outlined in Article 9.01 a. above;
- b. Six and one-half per cent (6 ½%) of annual earnings earned while in the employ of the Employer for three (3) weeks vacation as outlined in Article 9.01 b. above;
- c. Eight and one-half per cent (8 ½%) of annual earnings earned while in the employ of the Employer for four (4) weeks vacation as outlined in Article 9.01 c. above;
- d. Ten and one-half per cent (10 ½%) of annual earnings earned while in the employ of the Employer for five (5) weeks vacation as outlined in Article 9.01 d. above;

- e. Twelve and one-half per cent (12 ½%) of the annual earnings earned while in the employ of the Employer for six (6) weeks vacation as outlined in Article 9.01 e. above; in the calendar year in which the vacation is earned.

### **9.03 Anniversary Dates and Exceptions**

Vacations will be granted on the basis of calendar years of service with the Employer. A calendar year will be from January 1 to December 31 of each year. For the purpose of establishing anniversary dates for vacation purposes, the following will apply:

- a. Employees commencing employment with the Employer between the dates of January 1 and June 30, will have January 1 in the year in which employment commenced as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- b. Employees commencing employment with the Employer between the dates of July 1 and December 31, will have January 1 in the year following commencement of employment as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- c. In the first year of employment, Employees will be credited with one (1) day of vacation for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the calendar year following the commencement of employment. Vacation pay will be four and one-half per cent (4 ½%) of the wages paid that Employee in the portion of the year worked.
- d. Employees with three (3) or four (4) weeks of vacation entitlement shall be entitled to take a maximum of five (5) days of such entitlement in single or multiple days; Employees with five (5) or six (6) weeks of vacation entitlement shall be entitled to take a maximum of ten (10) days of such entitlement in single or multiple days, subject to the following provisions:
  - a) such requests for a single or multiple vacation day(s) must be submitted in writing to their supervisor,
  - b) approval of such written requests shall be at the discretion of the supervisor taking in to consideration the company's business requirements at that time,
  - c) written requests must be submitted to their supervisor five (5) working days prior to the requested vacation day(s) and the supervisor will reply in writing back to the Employee within one (1) working day after receiving the written request,

- d) vacation pay for such single or multiple vacation days will be paid in the pay period immediately following the period in which the vacation day(s) is taken.

#### **9.04 Employees on Layoff**

An Employee laid off or leaving the Employer before the completion of a full year of service shall be entitled to pro-rated vacation with pay computed on the same percentage of the Employee's wages earned during the portion of the year worked.

At the Employee's request on lay-off the accrued vacation pay may be retained by the Employer for future vacation purposes. Such request shall be final and binding and accrued vacation pay will only be issued at time of vacation or upon final termination of employment.

#### **9.05 Vacation Selection**

Except as otherwise mutually agreed between the Parties, in a Terminal Office, to restrict full vacation privileges being chosen at one time, the Senior Employee shall be given preference in selection of vacation period providing, however, that all vacation time be consistent with the efficient operation of the business, and that the Senior Employee may retain such Employee's seniority preference only if such Employee's vacation period is chosen prior to February 28th of that year.



## **ARTICLE 10 - LEAVE OF ABSENCE**

### **10.01 Leave of Absence**

- a. When the requirements of the Employer's services will permit, any Regular Employee hereunder upon completion of not less than one (1) year of continuous service, upon written application to the Employer with a copy of said application to the Union, may, if approved by the Employer, be granted a leave of absence, in writing (with a copy to the Union), for a period of up to thirty (30) calendar days. Under such leaves, the Employee shall retain and accrue seniority only. Application for a leave of absence shall be made at least thirty (30) days prior to the requested time off and the application shall include the reason(s) for such leave. The Employer's reply shall be made within ten (10) days of receiving the Employee's request.
- b. Such leaves may be extended for additional periods of up to thirty (30) days when approved by both the Employer and the Union (in writing), and seniority will accrue during such extension.
- c. The Employee that has been granted a leave of absence under this proviso will return to the same job after the leave except where there may have been layoffs or job reduction during the period that the Employee was on leave. In such cases, the seniority proviso of Article 15.04 will apply.

### **10.02 Vacation Credits on Leave**

Vacation credits shall not accrue during leave. Employees on approved leave exceeding thirty (30) days will receive vacation pay as laid out in Article 9.02.

### **10.03 Leave of Absence from the Bargaining Unit**

- a. When an Employee within the bargaining unit covered by this Agreement receives a leave of absence to take a position with the Employer which is beyond the sphere of the bargaining unit, such Employee may retain accrued seniority for a maximum of ninety (90) days with the former unit. It shall be the responsibility of such Employee to advise the Employer in writing, with a copy to the Union, that the Employee is taking advantage of this provision.
- b. At the end of this period of ninety (90) days, the Employee must exercise such Employee's seniority rights by returning to the Employee's former unit or relinquish all such seniority rights. The Employee shall advise the Employer in writing, with a copy to the Union, advising which alternate the Employee is taking.

#### **10.04 Continuation of Health & Welfare Premiums**

When an Employee is absent due to illness or injury or a grievance is invoked due to lay-off or discharge from employment, the Employer shall continue to pay premiums on the Employee's health and welfare benefits so that the Employee retains this coverage, provided:

- i. The period of such coverage shall not exceed twelve (12) months in the case of illness or injury.
- ii. In the event of the grievance being rejected, all monies paid by the Employer under this Article, shall be paid to the Employer by the Employee. In the event the Employee refuses or neglects on demand at the Employee's last known address to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount.

#### **10.05 Bereavement Leave**

When death occurs to a member of a Regular Employee's immediate family, the Employee will be granted upon request, an appropriate leave of absence and shall be compensated at that Employee's regular straight time hourly rate for hours lost from the Employee's regular schedule on the three (3) working days.

The Employee will be allowed these three (3) days within the ten (10) calendar days immediately following the date of such death and the Employee is not required to take these three (3) days consecutively.

Employees will be required to notify their immediate supervisor or higher authority at their location to request Bereavement Leave. However, should the Employee be unable to do so due to the management personnel being unavailable (e.g. weekends or after normal work hours), notification will be made at the time the office opens on the first work day following the date of death.

If the day of death is a normal working day and the Employee receives notification of the death after the commencement of their shift, the Employee will be paid for the balance of such shift.

Provided the Employee attends the funeral and that day is one other than the three (3) working days immediately following the day of death, the Employee shall be compensated at the Employee's regular straight time hourly rate for hours lost from the Employee's regular schedule on the day of the funeral.

Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, sons and daughters, sisters, brothers, mother-in-law, father-in-law, grandchildren, Employee's grandfather, grandmother and the Employee's spouse's grandfather, grandmother. Step-father or step-mother will be recognized provided such stepfather or step-mother had the status of the Employee's father or mother.

For purposes of interpretation, "spouse" includes same-sex and common-law. Mother and father of common-law spouse are considered to be "mother-in-law" and "father-in-law."

NOTE: (The "spouse" of the Employee shall be defined as the spouse on record with the Employer's Personnel Department).

The Employer may require an Employee to provide proof of death of a member of the immediate family. Such proof will include place and date of death.

#### **10.06 Jury Duty**

Any Regular Full-Time Employee who is required to appear in the selection process for jury duty or to perform jury duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the Employee and the Employer during the Employee's regular work day, will be reimbursed by the Employer for the difference between the pay received for the jury duty or witness fee, and his regular straight time hourly rate of pay for his regular schedule hours of work.

It is understood that such reimbursement shall not be for hours in excess of seven and one-half (7 1/2) per day or thirty-seven and one-half (37 1/2) per week, less pay received for Jury Duty or Witness Fee, whichever applies.

The Employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fee received. Any Employee on jury duty, or called as a witness, shall, subject to this provision, make himself available for work before or after being required for such duty, whenever practicable.

Payment to an Employee for appearing as a witness as referred to herein will not be applicable when the Employee, or Union, has been responsible for initiating the action concerned.

## **ARTICLE 11 - HEALTH AND SANITATION**

### **11.01 Occupational Health and Safety**

The Employer agrees to provide a comfortable and healthful working environment for the Employees. This will include proper light, ventilation and heating. Ample restrooms will be provided and these will be kept in a clean and sanitary condition at all times.

A Union representative will be appointed to represent the Union on any established Joint Union/Employer Health and Safety Committee, and shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.

The Employer shall provide first aid provisions in accordance with the Workers' Compensation Act of that respective Province or Territory.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

### **11.02 Health and Welfare Program**

The Employer Health and Welfare Program is covered in Appendix "B" and forms part of this Agreement.

## **ARTICLE 12 – WAGES, CLASSIFICATIONS and PENSION PLAN**

### **12.01 Wage Scale and Job Descriptions**

Employees will be classed in accordance with skills used and shall be paid not less than the minimum rate for such classification in accordance with the Schedule of Job Classification and Rates of Pay as set forth in Appendixes attached hereto and made part of this Agreement.

Job Descriptions as agreed by the Parties hereto, for the Job Titles contained in Appendix "A," are outlined in Appendix "C" attached hereto.

In the event an Employee wishes to receive training in other positions and/or fill temporary job vacancies outside such Employee's regular Job Title, such Employee shall notify the Employer in writing. Such written requests will be given consideration when the Employer deems it necessary to fill a temporary job vacancy.

### **12.02 Creation of New Position**

The Rate of Pay for any position not covered by the schedule set forth in the Appendixes, or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union.

### **12.03 Employees to be Paid Bi-Weekly**

The Employer shall pay the Employees on a bi-weekly basis. Any Employee who is laid off shall receive all wages due such Employee not later than the following regular pay day.

### **12.04 Wage Scales**

It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employee's wage rate and an employee will not be given a wage rate above the maximum rate unless otherwise specifically provided for in this Agreement or as mutually agreed to between the Employer and the Union.

### **12.05 Work in a Higher Job Classification**

When an Employee is to do work coming under more than one job classification for two (2) hours or more per day, the wage scale for the higher job classification shall prevail for the entire day.

## **12.06 No Discrimination**

Where an Employee has the necessary qualifications and ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in rates of pay for such positions. The Employer recognizes equal pay for equal work.

## **12.07 Use of Personal Vehicle**

Employees shall not be required to use their personal vehicle for the purpose of Employer business.

## **12.08 Company Pension Plan**

The Employer shall offer a company pension plan, on a voluntary basis to all eligible employees.

### Eligibility:

If you are a regular full-time employee, you may join the plan the January 1<sup>st</sup> after one (1) year of employment, or any time thereafter. If you are a part-time employee, you are eligible to join the January 1<sup>st</sup> following two (2) years of employment or any time thereafter and meet the minimum salary requirement (35% of the yearly maximum pensionable earnings as defined by CRA).

Once enrolled, you cannot cancel your membership for any reason other than termination of employment, retirement or death.

### Contributions:

An employee has the option to contribute 4.5% or 6% of their regular earnings. An employee can choose to increase from 4.5% to 6% at any time.

The Employer will contribute 6%, regardless of the employee's contribution amount.

## **ARTICLE 13 - HIRING, PROMOTION and TRANSFER**

### **13.01 Job Postings**

- a. Regular Vacancies: The Employer shall fill terminal office job vacancies that fall within the scope of this Agreement from within the terminal office before hiring new Employees, providing there are Employees available with the necessary qualifications and ability to fill the vacant position.

Each such vacancy shall be posted on the Bulletin Board on the Employer's premises for three (3) working days for bids, with a copy to the Local Union Office outlining the Terminal, the Job Title and Pay Group and shift starting time.

Bids will be accepted by the Employer only during those days that such vacancy is posted, except that when there may be Employees on layoff, such Employees will be advised of the posting by telephone, email and/or courier and will have three (3) days from the date of receipt of the posting to enter a bid.

In the event an Employee bids and is awarded a job in a lower classification such Employee will be paid at the Wage Rate Step which is in accordance with such Employee's length of service with the Employer as an office Employee.

In all bids referred to in this Article, the Employer shall designate the successful bidder or the results of the bidding process within two (2) work days of the bid closure date. Employees that are prevented from bidding due to being on vacation or on days off will be offered the opportunity to bid upon return to duty. In the event there are no applicants, or in the event the job is not awarded to an applicant from within the bargaining unit, a notice to that effect will be posted.

Where such vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer personnel as potential Employees to the Employer.

Employees desirous of employment at another terminal office will so advise their Supervisor in writing with a copy to the Personnel Department at the employer's head office.

- b. Temporary Vacancies: The Employer may fill temporary vacancies as required for the efficient operation of the business, subject to paragraph three below.

It shall be the responsibility of the absent Employee to advise the Employer, in writing, with a copy to the Union when it is anticipated that an absence will exceed sixty (60) calendar days.

Where the Employer is advised by the absent Employee that the vacancy created by the absence will exceed sixty (60) calendar days the vacant position will be posted for bids as a temporary position. The bidding procedure will be as laid out in Article 13.01 a. above.

When the Employee who is absent returns to work all of the Employees that changed positions due to the bidding process created by the temporary absence will return to the positions held prior to the bidding process.

In the event the absent Employee does not return to work, all positions bid and awarded shall be considered permanent.

Only Regular Employees will be allowed to bid for such temporary postings. In the event there are no Regular Employee bids received for such vacant position the Employer will continue to fill such vacancy as required for the efficient operation of the business.

### **13.02 Promotions and Transfers**

- a. Promotion and transfers within the Terminal Classifications covered by this Agreement shall be on the basis of ability, qualifications and seniority. A transfer as referred to in this Article 13.02 and Article 13.03 is defined as the move of an Employee within the same classification.

In the event two or more Employees have similar ability and qualifications, the Employee with the greater seniority shall be selected.

- b. Minimum wage rates paid on such promotions within the Terminal Classifications covered by this Agreement, shall be in the increment step of the classification to which the Employee is promoted that provides an increased rate of pay of not less than ten cents (\$0.10) per hour over the Employee's former classification and pay rate. In the case of a transfer, the Employee shall be paid at least that Employee's former wage rate, plus any increments which that Employee may become entitled to had that Employee not been transferred.
- c. An Employee placed on length of service step higher than the minimum required by his service, shall receive rate increases thereafter as provided for in his classification; e.g. an Employee placed on the six month step shall not be required to wait twelve (12) months before proceeding to the twelve month step, but shall be paid the twelve month rate after six (6) months service at the six month step.



- d. Pay scale increases for the increment steps will be made on the first of the pay period closest to the date employment commenced; e.g. if the Employee starts employment in the first half of a pay period, the anniversary date for the purpose of pay increases will be back-dated to the first day of the pay period immediately preceding his anniversary date. If the Employee starts employment in the last half of the pay period, the anniversary date for the purpose of pay increases will be the first day of the pay period immediately following the Employee's anniversary date.

### **13.03 Trial Period**

Any Employee promoted to a higher rated classification or transferred within a Terminal Classification covered by this Agreement shall be on a trial basis for the first sixty (60) calendar days. If during the first sixty (60) calendar days the Employee is considered unsuitable, such Employee shall be returned to that Employee's former position or one of equal rank for which that Employee is qualified. If during the first sixty (60) calendar days the employee deems the position to be unsuitable, such Employee shall be returned to that Employee's former position or one of equal rank for which the Employee is qualified.

### **13.04 Technological Change**

Full-Time Regular Employees with five (5) or more year's seniority shall not suffer loss of employment due to technological changes instituted at a Terminal location. Where technological change has caused a job to become redundant, the Employer shall reassign the Employee to another Full Time job or classification at that Terminal and will provide the required and necessary retraining without loss of pay.

Articles 13.05 and 13.06 shall not apply to those Employees referred to in this Article 13.04 with respect to technological change.

### **13.05 Closure, Transfer of Work, New Procedures and Merger**

- a. It is agreed that should the Employer:
  - i) completely close an existing terminal office as covered by this Agreement,  
or
  - ii) transfer, in whole or in part, the workload of a terminal office or location,  
or
  - iii) implement new procedures through technological change, or
  - iv) merge with another company, or

- v) implement new procedures that immediately, or within twelve months, cause an Employee's position to become redundant

Such Regular Employee with five or more year's seniority shall be entitled to the following options and benefits:

- a) Offered the opportunity of transferring to a terminal with dovetailed seniority to where the work is being transferred to, subject to the availability of a job opening and the Employee's qualifications and ability to perform the work.
  - b) Bump a junior Employee within his existing terminal location (current rate of pay to be "red circled" and maintained until such time as the rate of pay in the position bumped into exceeds the Employee's "red circled" rate).
  - c) Accept a lay-off.
- b. Should the Employee see fit to decline the opportunity to transfer or there are no job openings or if the Employer failed to offer the Employee a transfer under the conditions outlined, then such qualified Employee shall be terminated and paid severance pay in accordance with Article 14 (Severance Pay).
  - c. The provisions outlined above shall also apply to a Regular Employee with five (5) or more years seniority who is bumped from his/her position as covered in a (b) above.
  - d. Employees transferring to another terminal as a result of the provisions in this article shall not carry any job bumping privileges, but will be entitled to exercise their original seniority date for future job openings at that terminal.
  - e. Such notification of closure or transfer of work, whole or in part, must be made by the Employer in writing to the Union and the terminal office Employees of the affected terminal not less than fifteen (15) days prior to any such action.
  - f. The affected Employee shall exercise his bumping privilege within one (1) working day of notification or accept lay-off or notify the company and the Union of their acceptance of transfer, if applicable, within twenty (20) days of notification.
  - g. The Employer will bear the reasonable moving expenses which shall be defined as moving the Employee's normal household goods and chattels for transferring Employees under the provision of this article and the Employer shall have the right to select the mover in such case.

- h. It is clearly understood between the parties that the provisions outlined in this article are not applicable to the reduction of the workforce of a terminal office as a result of a downturn in business conditions.

### **13.06 Moving Expenses**

- a. Whenever an Employee is transferred at the request of the Employer, his reasonable moving expenses shall be borne by the Employer in accordance with the conditions of Article 13 .05 g. above.
- b. Should the Employee terminate employment within six (6) months of transfer as referred to in Articles 13.05 g. or 13.06 a, such Employee will be liable for such moving expenses incurred by the Employer on his behalf.

## **ARTICLE 14 – SEVERANCE PAY**

### **14.01 Severance Pay**

The Employer shall pay terminated Employees severance pay as follows:

- a. One (1) week of severance pay for each of the Employee's first five (5) years of service or fraction thereof.
- b. Two (2) week's of severance pay for each of the Employee's subsequent years of service or fraction thereof.

For a Full Time Employee a week of severance pay shall equal thirty-seven and one half (37 1/2) hours at the Employee's straight time pay.

For a Part Time Employee a week of severance pay shall equal the Employee's average weekly hours at the Employee's straight time pay.

For an Employee who has been both a Full Time Employee and a Part Time Employee, the Employee shall be paid severance pay as a Full Time Employee for their Full Time service and shall be paid severance pay as a Part Time Employee for their Part Time service.

## **ARTICLE 15 - SENIORITY**

### **15.01 Terminal Seniority**

Employees will accrue and retain seniority on an individual office basis. Employees transferring from one office location to another will retain employment longevity with the Employer for the purpose of vacation privileges and rates of pay as provided in the Appendixes, according to location.

### **15.02 Seniority Date**

Upon completion of the probationary period, Regular Employees shall be entitled to all rights and privileges of this Agreement and the Employee's seniority shall be effective on the seniority list from the original date of employment.

### **15.03 Continuous Service Prior to Certification**

Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union Member, except that credit shall be given for all continuous service prior to certification of the bargaining agent.

### **15.04 Layoff and Bumping**

- a. The principle of seniority shall be maintained in the reduction and restoration of the working force, provided that the senior Employee has the ability and is qualified to do the jobs available in the office. Employees transferred to a lower rated job because of a reduction of forces in a higher classification, shall be paid at the lower classification, starting with the beginning of the first pay period after such re-classification.
- b. An Employee who because of reductions in staff, transfers to a lower classification will be paid at the wage rate step which is in accordance with such Employee's length of service with the Employer as an office Employee.
- c. Employees who transfer to lower positions as a result of reductions in staff and are subsequently returned to their higher position, will be paid at the length of service rate held prior to downgrading or at the rate determined by Article No. 13.02, whichever is greater.
- d. Regular Employees will be provided three (3) working days notice of layoff (except as provided in Article 13.05) and such laid off Employee must notify the Employer within one (1) working day of such layoff notification if and how they will exercise their bumping privilege.

### **15.05 Part-Time Seniority List**

Part-Time Employees will be carried on a Part-Time Employees separate seniority list. Such Employees will be given first opportunity to qualify as a Regular Employee as openings become available and will then be placed at the bottom of the Regular Employee's Seniority List, providing such Employee meets the Employer's normal requirements of a Regular Employee and is qualified for the job opening.

In cases of layoff, a Regular Employee will have the privilege of taking the seniority position at the top of the Part-Time Employee's Seniority List or taking a full layoff, subject to the recall provisions of this Agreement. The Employee must notify the Union and the Employer in writing by Certified Mail of such intention and request. Failing to do so, the Employee will automatically be placed on a full layoff subject to the recall provisions of this Agreement.

Should such Full-Time Employee that has opted to take Part-Time employment be laid off as a Part-Time Employee, such Employee will be subject to the Recall Schedule of Article 15.06 of this Agreement. The layoff period shall start on the day following the date of layoff as a Part-Time Employee.

### **15.06 Recall List**

A Regular Employee laid off for lack of work or reduction in forces, shall be placed on a recall list in accordance with the following schedule:

- i. Employees who have completed their probationary period to Two (2) Years Seniority – ninety (90) Days.
- ii. Employees with Two (2) Years to Four (4) Years Seniority – one hundred and eighty (180) Days.
- iii. Employees with more than Four (4) Years Seniority – three hundred and sixty-five (365) Days.

Employees laid-off and not recalled to work before the expiry date of the recall period will be considered terminated from the employ of the Employer at which time they will be entitled to severance pay in accordance with Article 14 (Severance Pay) and the Employer shall be under no further obligation to such Employees. An Employee can request termination of recall rights and receive severance pay at the time of layoff, however, once severance is paid the Employer shall be under no further obligation to such Employee.

Where the Company needs to reduce its staff level in a Service Centre, the Company will give consideration to the possibility of offering a retirement or termination severance to the affected Employee(s) in seniority order in such Service Centre as an alternative to laying off junior Employees, if feasible. The parties agree that the Company has the sole and total discretion of making such option available as an alternative to the layoff procedure.

Part-Time Employees who work an average of fifteen (15) or more hours per week and who have been employed by the Employer for not less than six (6) months who are laid off due to lack of work will be placed on a recall list for a period of ninety (90) days. Such Part-Time Employees will be recalled to the job classification held at time of layoff should there be work available in that classification.

Employees on layoff who are recalled to work will be informed of the recall by Certified Mail to their last known address and will be allowed seven (7) consecutive days from receipt of, or attempted delivery date of such letter, to report for work. Failure to report for work in the seven (7) days allowed shall be considered as termination of employment and the Employer shall be under no further obligation to that person.

The Employer shall be kept informed in writing by any person on layoff of any change of telephone number or address of such person.

#### **15.07 Recall Wage Schedule**

Employees recalled within the Recall Schedule of Article 15.06 shall receive the prevailing wage scale based on length of service in that classification at date of layoff.

#### **15.08 Seniority List**

Within each office, the Employer will post and maintain separate seniority listings for Regular and Part-Time Employees. Such up-to- date listings will be posted as of April 1st and October 1st of each year. Copies of current lists will be provided to the Union by the Employer. Any Employees wishing to protest their seniority must do so by formally reducing the protest to writing and submitting same to the Supervisor and the Union within thirty (30) days of the posting of the said seniority listing.

## **ARTICLE 16 - GENERAL**

### **16.01 Conditions of Employment**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect prior to certification by the Union and/or the time of the Employer and the Union signing the first Collective Agreement covering that Employer and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of the signing of that Agreement.

In the event of the purchase of another Company or operation, where those Employees have a higher standard of wages or conditions of employment than those contained herein, those standards of wages and/or conditions for those Employees in that scope of that operation, who transfer their employment to the purchasing company, will not be reduced by reason of the purchase thereof.

### **16.02 No Written or Verbal Agreement**

No Employee shall be asked or permitted to make a written or verbal agreement with the Employer covering hours of work, wages or conditions, during the term of this Agreement.

### **16.03 No Sub-Contracting**

EXCLUDING the small and/or remote locations classified in the Motor Carrier Industry as Commission Agencies or classified in the Teamsters Master Freight Agreement as Working Agents: No normal terminal office work which would normally be performed by Employees within the bargaining unit as covered in this Agreement, shall be sub-contracted to or through employment agencies or other such sundry types overload agencies or to an individual.

### **16.04 Bulletin Board**

The Employer will provide Bulletin Boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary notices to its Members. All Union notices are to be dated and signed by an Official of the Union. The Employer will permit the use of its e-mail for communications between the Union office, Officers, Councilors, Job Stewards and other properly qualified representatives of the Union for the purpose of carrying out Union business related specifically to the Employer.



## **16.05 Discipline**

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken, and the reasons for this action. The Union office will receive a copy of this written notice.

Written reprimands or Warning Letters issued to an Employee shall become a permanent part of an Employee's work history. However, such written reprimands or Warning Letters shall not be taken into account to compound other disciplinary action if the written reprimand and/or letter is unrelated to a current disciplinary action or if the Employee has a clean record for a period of twelve (12) months. In any event, such Warning Letters or reprimands shall not be used to the prejudice of an Employee at any time after twenty-four (24) months following such action.

## **16.06 Employee Personnel Files**

Upon request to Human Resources employees are entitled to read and review their personnel file and shall be given copies of all pertinent documents within a reasonable time frame.

Upon written authorization of the employee to Human Resources a Union Representative shall be entitled to read and review an employee's personnel file. Upon request the Union Representative shall be given copies of all pertinent documents.

No letter of reprimand shall be entered in an employee's file without the employee's knowledge.

## **16.07 Union Representative Present**

An employee who is subject to discipline, discharge or termination must have at least one Union representative present at all times to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary hearing.

## **ARTICLE 17 - OTHER UNION CONTROVERSY**

### **17.01 Other Union Controversy**

The Union agrees that, in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

### **17.02 Right to Refuse to Cross Picket Lines**

It shall not be a violation of this Agreement or cause for discharge of any Employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

### **17.03 No Strike or Lockout**

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union, except as provided in Article 17.02 above.

### **17.04 Government Action Affecting Agreement**

Severability: In the event that any provision in this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 18 – GRIEVANCE PROCEDURE AND ARBITRATION**

### **18.01**

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

**Informal Step** Any grievance of any employee should first be taken up between such employee and the employee’s Manager. However, such employee will be entitled to be accompanied by a Job Steward or a Union Representative.

If no settlement is reached and the Union wishes to pursue the grievance, they must then submit the grievance, in writing, to the employee’s Manager, and to the MoveUP Local 378 office.

Time Limit to institute grievance:

Termination or layoff – Ten (10) calendar days

All others – thirty (30) calendar days

Layoff, Suspension and Termination Grievances may be submitted directly at Step 3 at the option of the grieving party.

Policy Grievances will be submitted directly at Step 3.

**Step 1:** The grievance shall be taken up between the Job Steward and/or Union Representative and the employee’s Manager within seven (7) calendar days of receipt of the written grievance. The Employer will provide a written response to the Union within seven (7) calendar days of the completion of the Step 1 meeting.

Failing settlement under Step 1, the Union may further the matter by submitting to the Employer in writing within seven (7) calendar days of the written response that the grievance will be escalated to Step 2.

**Step 2:** The grievance shall be taken up between the Job Steward and/or Union Representative and a Senior Manager within seven (7) calendar days of the Union’s written request to proceed to Step 2.

The Employer will provide a written response to the Union within seven (7) calendar days of the completion of the Step 2 meeting.

Failing settlement at Step 2, the Union may further the matter by submitting to Human Resources in writing within seven (7) calendar days of the written response that the grievance will be escalated to Step 3.

**Step 3:** Within fourteen (14) calendar days of the Union's written request to proceed to Step 3, such grievance and any question or controversy that is not of the kind that is subject to Steps 1 and 2, shall be taken up at Step 3 by the Union (which may consist of two (2) or more Union representatives) and Human Resources (which may consist of two (2) or more Employer Representatives).

The Employer will provide a written response to the Union within fourteen (14) calendar days of the completion of the Step 3 grievance meeting.

**Arbitration:** Failing settlement under all of the above Steps, the matter may be referred within sixty (60) calendar days of the completion of Step 3, to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down their decision and it shall be final and binding on all Parties to the dispute.

The cost of the Arbitrator shall be borne equally by the Union and the Employer.

## **18.02 Alternative Dispute Resolution Options**

The Union and the Employer may agree to use an alternative dispute resolution process such as mediation or expedited arbitration. The parties will meet to determine the procedure to be used in the desired alternative dispute resolution process.

## **18.03 Company or Union Grievance**

Whether either party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either party may initiate a policy grievance, in writing, within thirty (30) calendar days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance.

- a. The grieving party, i.e. either the Union Representative or the Employer, shall initiate same in writing. Within fourteen (14) calendar days of receipt of such written notice, the parties shall meet in an attempt to resolve the grievance.

- b. If the grievance is not resolved, the grievance may be submitted to arbitration as set out in 18.01 or 18.02.

#### **18.04 Time Limit Extension**

Time limits specified in Article 18 are directory and may be extended by written mutual agreement between the Union and the Employer.

**ARTICLE 19 - DURATION**

**19.01**

**a. Duration of Agreement**

This Agreement shall be binding and remain in full force for the period from and including January 1, 2019 to and including December 31, 2023.

**b. Notice to Bargain**

Either party may at any time within four (4) month immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

**c. Agreement to Continue Force**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or lockout, as the case may be.

Signed at Burnaby, this 25 day of October, 2019.

SIGNED ON BEHALF OF THE EMPLOYER  
(Party of the First Part)

SIGNED ON BEHALF OF THE UNION  
(Party of the Second Part)

**“original signed”**

**“original signed”**

\_\_\_\_\_  
Kim Glenn  
Director of Human Resources

\_\_\_\_\_  
Cheryl Popeniuk  
Union Representative

**“original signed”**

**“original signed”**

\_\_\_\_\_  
Tim Christensen  
General Manager

\_\_\_\_\_  
Mike Novak  
Union Representative

**APPENDIX “A” - JOB CLASSIFICATIONS AND WAGES**

Increase all wages in each group for Sections 1, 2 and 3 as follows:

1.5% increase as of January 1, 2019 (retroactive) for all classifications with the exception of Transportation Solution Specialist II’s who will receive a \$1,000.00 signing bonus the first pay period following ratification. Note: If a TSSII is inactive in 2019 but returns to active duty in 2019 the signing bonus will be pro-rated.

- 1.5% increase as of January 1, 2020 for all classifications
- 1.75% increase as of January 1, 2021 for all classifications
- 2% increase as of January 1, 2022 for all classifications
- 2% increase as of January 1, 2023 for all classifications

**SECTION 1 LOCATIONS**

- CALGARY SERVICE CENTRE – Calgary, AB
- CF BUSINESS CENTRE – Calgary, AB
- EDMONTON SERVICE CENTRE – Edmonton, AB
- VANCOUVER SERVICE CENTRE – Vancouver, BC

	<b>Effective</b>	<b>Start Rate (\$)</b>	<b>After 6 mos. (\$)</b>	<b>After 12 mos. (\$)</b>	<b>After 18 mos. (\$)</b>	<b>After 24 mos. (\$)</b>
<p style="text-align: center;"><b><u>GROUP II</u></b></p> <ul style="list-style-type: none"> <li>• General Administration Clerk</li> </ul>	1/1/2019	19.10	19.60	20.10	20.60	21.10
	1/1/2020	19.42	19.92	20.42	20.92	21.42
	1/1/2021	19.79	20.29	20.79	21.29	21.79
	1/1/2022	20.23	20.73	21.23	21.73	22.23
	1/1/2023	20.67	21.17	21.67	22.17	22.67
<p style="text-align: center;"><b><u>GROUP III</u></b></p> <ul style="list-style-type: none"> <li>• Freight Bill Entry Clerk</li> </ul>	1/1/2019	21.41	21.91	22.41	22.91	23.41
	1/1/2020	21.76	22.26	22.76	23.26	23.76
	1/1/2021	22.18	22.68	23.18	23.68	24.18
	1/1/2022	22.66	23.16	23.66	24.16	24.66
	1/1/2023	23.15	23.65	24.15	24.65	25.15

<p style="text-align: center;"><b>GROUP IV</b></p> <ul style="list-style-type: none"> <li>• Manifest Clerk</li> </ul>	1/1/2019	21.96	22.46	22.96	23.46	23.96
	1/1/2020	22.32	22.82	23.32	23.82	24.32
	1/1/2021	22.75	23.25	23.75	24.25	24.75
	1/1/2022	23.24	23.74	24.24	24.74	25.24
	1/1/2023	23.74	24.24	24.74	25.24	25.74
<p style="text-align: center;"><b>GROUP V</b></p> <ul style="list-style-type: none"> <li>• General Accounts Clerk</li> <li>• Transportation Solution Specialist 1</li> <li>• Senior Billing Clerk</li> </ul>	1/1/2019	23.47	23.97	24.47	24.97	25.47
	1/1/2020	23.85	24.35	24.85	25.35	25.85
	1/1/2021	24.30	24.80	25.30	25.80	26.30
	1/1/2022	24.83	25.33	25.83	26.33	26.83
	1/1/2023	25.37	25.87	26.37	26.87	27.37
<p style="text-align: center;"><b>GROUP VI</b></p> <ul style="list-style-type: none"> <li>• O.S. &amp; D / Customs Clerk</li> <li>• Customer Care Specialist</li> </ul>	1/1/2019	24.62	25.12	25.62	26.12	26.62
	1/1/2020	25.02	25.52	26.02	26.52	27.02
	1/1/2021	25.49	25.99	26.49	26.99	27.49
	1/1/2022	26.04	26.54	27.04	27.54	28.04
	1/1/2023	26.60	27.10	27.60	28.10	28.60
<p style="text-align: center;"><b>GROUP VII</b></p> <ul style="list-style-type: none"> <li>• Service Specialist</li> <li>• Transportation Solution Specialist II</li> </ul>	1/1/2019	25.75	26.25	26.75	27.25	27.75
	1/1/2020	26.17	26.67	27.17	27.67	28.17
	1/1/2021	26.66	27.16	27.66	28.16	28.66
	1/1/2022	27.23	27.73	28.23	28.73	29.23
	1/1/2023	27.81	28.31	28.81	29.31	29.81
<p style="text-align: center;"><b>GROUP VIII</b></p> <ul style="list-style-type: none"> <li>• Transportation Solution Specialist III</li> </ul>	1/1/2019	26.94	27.44	27.97	28.44	28.94
	1/1/2020	27.37	27.87	28.37	28.87	29.37
	1/1/2021	27.88	28.38	28.88	29.38	29.88
	1/1/2022	28.48	28.98	29.48	29.98	30.48
	1/1/2023	29.09	29.59	30.09	30.59	31.09



## SECTION 2 LOCATIONS

GRANDE PRAIRIE, AB

KELOWNA, BC

WHITEHORSE, YT

	<b>Effective</b>	<b>Start Rate (\$)</b>	<b>After 6 mos. (\$)</b>	<b>After 12 mos. (\$)</b>	<b>After 18 mos. (\$)</b>	<b>After 24 mos. (\$)</b>
• General Clerk I	1/1/2019	18.42	18.92	19.42	19.92	20.42
	1/1/2020	18.73	19.23	19.73	20.23	20.73
	1/1/2021	19.09	19.59	20.09	20.59	21.09
	1/1/2022	19.51	20.01	20.51	21.01	21.51
	1/1/2023	19.94	20.44	20.94	21.44	21.94
• General Clerk II	1/1/2019	21.46	21.96	22.46	22.96	23.46
	1/1/2020	21.81	22.31	22.81	23.31	23.81
	1/1/2021	22.23	22.73	23.23	23.73	24.23
	1/1/2022	22.71	23.21	23.71	24.21	24.71
	1/1/2023	23.20	23.70	24.20	24.70	25.20

**SECTION 3 LOCATIONS**

LETHBRIDGE, AB  
 REGINA, SK  
 SASKATOON, SK  
 WINNIPEG, MB

	<b>Effective</b>	<b>Start Rate (\$)</b>	<b>After 6 mos. (\$)</b>	<b>After 12 mos. (\$)</b>	<b>After 18 mos. (\$)</b>	<b>After 24 mos. (\$)</b>
• General Clerk I	1/1/2019	16.97	17.47	17.97	18.47	18.97
	1/1/2020	17.25	17.75	18.25	18.75	19.25
	1/1/2021	17.59	18.09	18.59	19.09	19.59
	1/1/2022	17.98	18.48	18.98	19.48	19.98
	1/1/2023	18.38	18.88	19.38	19.88	20.38
• General Clerk II	1/1/2019	20.00	20.50	21.00	21.50	22.00
	1/1/2020	20.33	20.83	21.33	21.83	22.33
	1/1/2021	20.72	21.22	21.72	22.22	22.72
	1/1/2022	21.17	21.67	22.17	22.67	23.17
	1/1/2023	21.63	22.13	22.63	23.13	23.63

**SECTION 4 TEMPORARY EMPLOYEES:**

All Temporary Employees will be paid at an hourly rate of fifty cents (\$0.50) less than the start rate for General Clerk in their respective Sections.

**SECTION 5 TEAM LEAD PREMIUM:**

The Employer may at their discretion assign a Team Lead at any terminal location. Such Team Lead will be paid a premium of seventy-five cents (\$0.75) per hour.

**APPENDIX “B” - HEALTH AND WELFARE PLAN**

**SECTION 1**

The Employer shall establish and operate a Health and Welfare Plan covering Members of the Union from time to time employed by the Employer subject to the following eligibility conditions:

- a. Any Member of the Union who is in the employ of the Employer on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- b. Any Employee who is hired by the Employer will be eligible to join the Plan after the completion of the probationary period of ninety (90) calendar days as per Article 6.02.
- c. Notwithstanding the provisions of Sub-Section (b) of this Section 1., any Employee who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan the day he is hired provided that within the previous thirty (30) day period he was a participant in the comparable Health and Welfare Plan of another Employer which is party to an identical agreement to this Agreement.
- d. "Dependent" as referred to in this Plan.

**SECTION 2**

The Plan shall provide the following benefits:

- a. Group Insurance with a Life Insurance Company licensed to operate in Canada, providing the following minimum coverage for Employees who join:
  - i. Life Insurance coverage in the sum of fifty thousand dollars (\$50,000.00) covering death from any cause.
  - ii. Accidental Death and Dismemberment coverage for loss within ninety (90) days of an accident of life, limb or sight, according to the following schedule:

* Loss of life .....	\$50,000.00
* Loss of both hands or both feet or sight of both eyes.....	\$50,000.00
* Loss of one hand and one foot .....	\$50,000.00
* Loss of one hand and sight of one eye .....	\$50,000.00
* Loss of one foot and sight of one eye.....	\$50,000.00
* Loss of one hand or one foot or sight of one eye.....	\$25,000.00

iii. Non-Occupational Weekly Indemnity coverage as follows:

Commencing on:

- (1) The first (1st) day of necessary absence from work due to accident, OR
- (2) The first (1st) day of hospitalization due to sickness which causes a necessary absence from work, OR
- (3) The fourth (4<sup>th</sup>) day of necessary absence from work due to sickness, a continuing for a maximum of fifty-two (52) weeks during any period of disability. Period of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Employer for at least one (1) full week.

Weekly indemnity coverage shall be a flat benefit of five hundred dollars (\$500) per week or the equivalent of the benefit paid by Employment Insurance/Human Resources Skills Development Canada, whichever is greater.

- iv. It shall be the responsibility of the Employer to provide to the Employee the necessary Health and Welfare forms. It shall then be the responsibility of the Employee to cause such forms to be filled out and completed by the Employee's doctor in order that they can be processed. The Employer shall cause the insurance carrier to remit payments due the Employee not less frequently than the normal pay periods.

b. Long Term Disability coverage as follows:

If at the expiration of the fifty-two (52) weeks allowable for Weekly Indemnity (elimination period), an Employee is considered totally disabled, the Employee shall then have entitlement to Long Term Disability Benefits, subject to the following:

- i. An Employee shall be deemed to be totally disabled, or total disability shall be deemed to exist when the Employee is suffering from such a state of bodily or mental incapacity resulting from injury or disease as would wholly prevent such Employee from engaging in any employment for which the Employee is reasonably qualified by education, training or experience.

- ii. An Employee shall be deemed not to be totally disabled or total disability shall be deemed not to exist if the Employee is engaged in any employment for compensation or profit.
- iii. If a rehabilitation program is medically initiated and approved for an Employee on long term disability, the Employee must participate in the rehabilitation program in order for long term disability benefits to continue in effect.

In the case of Long Term Disability as outlined above, payment during such disablement shall be in the amount of one thousand three hundred and fifty dollars (\$1,350.00) per month until such time as the Employee is deemed not to be totally disabled, reaches age sixty-five (65) years or dies, whichever occurs first.

Employees who are receiving long term disability benefits and elect to receive Canada Pension Plan early retirement pension benefits shall have the amount of Canada Pension Plan early retirement benefit offset or deducted from the long term disability benefit.

- c. Medical, surgical and obstetrical coverage in accordance with the Standard Plan of service provided by Medicare in the Province or Territory in which the Employee is domiciled.
- d. Major Medical or Extended Health Benefits coverage for expenses resulting from illness or injury which may not be covered by the Basic Provincial or Territorial Medical or Hospital Plans (Medicare).

This coverage has a fifteen dollar (\$15) deductible after which there is one hundred per cent (100%) reimbursement of eligible expenses. Vision Care benefits for either eye glasses or contact lenses are included under the Plan to a maximum of three hundred dollars (\$300) in any twenty-four (24) month period for the Employee or for any registered dependent of the Employee. This amount will include replacement of frames only when the old frames 'cannot be adapted to the new lenses.

- e. A comprehensive Dental Plan providing the following benefits:
- i. Basic Benefits - 100% of the Provincial Dental Association suggested Fee Guide for General Practitioners in effect at this date for the following:
    - Routine Examinations - Maximum of once every six (6) months.
    - X-Rays - Bitewings once each twelve (12) month period, other X-Rays as required by diagnosis.
    - Fillings - Of silver alloy, plastic or comparable type.
    - Prophylaxis - (Cleaning of teeth), once in each twelve (12) month period maximum.
    - Fluoride Treatment - Once in each twelve (12) month period maximum.
    - Periodontal Treatment - (For gum and bone disease) as required.
    - Extractions.
    - Surgical Treatment.
    - Palliative emergency care.
    - Root Canal Therapy.
  - ii. Prosthetic and Restorative Benefits - 80% of the Provincial Dental Association suggested Fee Guide for General Practitioners in effect at this date for the following:
    - Crown and Bridge restorations.
    - Complete upper and lower dentures - once each five (5) year period maximum.
    - Partial dentures - including cast steel.
    - Relines.
    - Repairs to existing complete or partial dentures.
    - Gold - where necessary.

Dental benefit coverage, as outlined in (e) i and ii above shall be provided to dependent unmarried children to age twenty-five (25) years provided such child is attending recognized educational institution. Employees are required to notify the Employer's personnel department on September 1st of each year that the dependent child will be attending a recognized educational institution and will be requiring coverage.
  - iii. Orthodontics for dependent children to age seventeen (17) years. Coverage to 50% of the Provincial Dental Association Fee Guide. Life time maximum per patient is two thousand dollars (\$2,000.00). Appliances lost or broken will not be replaced under the Plan.

### **SECTION 3**

- a. The Employer will pay 100% of the premium for all benefits included in the Health and Welfare Plan except as identified in Letter of Understanding No. 5 where the employee is to co-pay \$9.23 per pay period for prescription drug health care coverage.
- b. Benefits under the Health and Welfare Plan will cease at the end of the month in which an Employee's employment is terminated for any reason, except that any Employee placed on lay-off may at the time of lay-off opt for a further one (1) month coverage under the Health and Welfare benefits provided other than Weekly Indemnity and Long-Term Disability benefits. The premium for this one (1) month optional coverage shall be paid by the Employee and deducted from the final pay at time of lay-off. Employees recalled from lay-off will have coverage from the date that employment recommences provided that Employee has been on lay-off in excess of thirty (30) days. Those Employees recalled within thirty (30) days of lay-off will have continuous coverage with premiums paid by the Employer, and any monies paid by the Employee for coverage during that thirty (30) day period shall be reimbursed to that Employee.
- c. Employees on approved Maternity Leave as provided for in Employment Insurance, upon written request, will be covered for Provincial or Territorial Medicare during the period of this leave. In the event the Employee does not return to employment with the Employer at the expiry date of such leave, then such Employee shall reimburse the Employer for the cost of the premiums for such coverage. Such payment for such premiums may be deducted from the Employee's final pay from the Employer.

### **SECTION 4 PART TIME BENEFITS**

- a. Part-Time Employees who are covered elsewhere by another health and welfare plan shall not be covered by the Health and Welfare Plan as provided in this Appendix "B."
- b. Part-Time Employees who are not covered elsewhere by another health and welfare plan shall be eligible for the following benefits only:
  - i. Standard Plan of Service provided by Medicare in the Province or Territory in which the Employee is domiciled.
  - ii. Major Medical or Extended Health Benefits coverage.
  - iii. Life Insurance.

- iv. Accidental Death and Dismemberment.
- c. The Dental Plan as provided herein will be made available to Regular Part-Time Employees under the following conditions:
  - i. During the first year of employment, the Employee will be responsible for the full cost of the premiums for Dental Coverage.  
The Employer will deduct the cost of said premiums from the Employee's earnings in the first pay of each month.
  - ii. After completion of one year of service and upon the Employee submitting an application to the company, the cost of the premiums will be paid by the Employer.

## **SECTION 5**

It shall be the responsibility of the Employer to advise the Employee of the benefits available under the Health and Welfare Plan and to provide said Employee with the necessary application forms to join the Plan. It shall then be the Employee's responsibility to make application for benefits under the Plan.

The Employer shall not be held liable for any consequence due to an Employee's failure to submit application for benefits under the Health and Welfare Plan.

## **SECTION 6 SICK LEAVE**

- a. All Regular Full-Time Employees who have completed their ninety (90) day calendar probationary period shall thereafter accumulate paid sick leave at the rate of one-half day sick leave credit per month worked to a maximum of eight (8) days.

Employees must be paid for one hundred and thirty-five (135) hours in a month to qualify for such half day sick leave credit. The accumulation of such sick leave to be based on the following provisions:

- i. The Employee shall begin accumulation of sick leave on the start of the pay period immediately following the date they complete their ninety (90) day probationary period.
- ii. The Employee must be paid for not less than one hundred and thirty-five (135) hours per month to be credited for one half sick leave day in that period including vacation and General Holidays.



- iii. Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
- b. For any of the first three (3) successive days of sickness, paid sick leave shall be applied as follows:
  - i. One (1) full day's pay for the first, second and third successive day of absence due to sickness provided the day(s) are regular work days. In cases where an Employee is unable to complete their shift due to illness, the Employee will have the option of declaring that day as the first day of their sick leave claim and receiving payment for the full shift.
  - ii. A day's pay for Employees will be seven and one-half (7 ½) hours pay at the regular hourly rate for his classification.
  - iii. It shall be the responsibility of the Employee to claim for accredited sick leave on such forms as the Employer may prescribe.
  - iv. Effective the date of ratification, Employees age fifty-five (55) years and older, who give the Employer notice of retirement, shall have their unused sick leave bank entitlement paid out by the Employer as part of their final pay.

## **APPENDIX “C” - JOB DESCRIPTIONS**

### **SECTION 1 LOCATIONS**

CALGARY SERVICE CENTRE – Calgary, AB  
CF BUSINESS CENTRE - Calgary, AB  
EDMONTON SERVICE CENTRE - Edmonton, AB  
VANCOUVER SERVICE CENTRE - Vancouver, BC

JOB DESCRIPTIONS are intended to describe the type of work that would fall under the various Job Titles contained in Appendix "A". The Job Titles and/or Job Descriptions will not restrict the Employer from assigning or the Employee from performing, duties in the office other than that Employee's Job Description and/or Job Title in order that the Employee's work hours are utilized to the utmost.

When an Employee is to do work coming under more than one job classification for two (2) hours or more per day, the wage scale for the higher job classification shall prevail for the entire day.

### **GROUP II**

#### **General Administrative Clerk**

General administrative clerk working under general direction/supervision of the unit supervisor a variety of general clerical duties according to established systems and procedures. Types and files correspondence, reports and other material. Answers incoming telephone calls, screen and directs calls, takes messages and provides basic information as required. Enters/organizes information into spreadsheet, data base and word processing software. Maintains input and indexing of documents into centralized (both manual and electronic) file/retrieval system. Performs basic data entry functions Operates typical office machines such as computer, typewriter, calculator, photocopier and fax. Performs other clerical duties of a general nature as assigned by the Supervisor.

### **GROUP III**

#### **Freight Bill Entry Clerk**

Data entry position responsible for accurately transcribing reference data, codes and information from bills of lading and interlines carrier freight bills to the company's Freight Bill Entry screen. Performs duties incidental to billing operations and clerical duties as assigned by the Supervisor.

## **GROUP IV**

### **Manifest Clerk**

Responsible for the timely and accurate entry of the related information into the company's manifesting system. Checks and verifies accuracy of the information and applies corrections and updates as required. Performs duties incidental to manifesting/billing operation and clerical duties as assigned by the supervisor.

## **GROUP V**

### **General Accounts Clerk**

Works under the general direction/supervision of the unit supervisor to perform duties of a general and support nature to company's accounts receivable process. Performs duties incidental to collection of outstanding accounts, in a professional and accurate manner and performs other clerical duties as assigned by the supervisor.

### **Transportation Solutions Specialist I**

The position is an entry level position and works under the direct supervision of the Unit Supervisor. The intent of the position is to provide training and experience on the entire scope of the rating/quotation process. The Transportation Solutions Specialist I seeks guidance and instruction to achieve this development. Performs other duties as assigned by the supervisor.

Where the size of the office exceeds one (1) Full-Time Clerk, excluding Temporary Employees, the senior Full-Time clerk will progress to Transportation Solutions Specialist II, provided they have three (3) years of Full-Time service. This position will be maintained provided the location maintains two (2) Full-Time clerks.

### **Senior Billing Clerk**

The position oversees the billing function and provides guidance and assists in the training for Freight Bill Entry Clerks. The position performs all the related duties of a Freight Bill Entry Clerk and performs duties incidental to the billing operation and clerical duties as assigned by the supervisor.

## **GROUP VI**

### **O.S. & D /Customs Clerk**

This position is responsible for the investigation of over, short and/or damaged freight. Arranges disposition of overages, damaged and refused or undelivered freight according to the company's established procedures and guidelines. Processes O.S. & D. Department correspondence, forms and reports. Investigates and traces overages, shortages, missing or delayed shipments and shipments on hand. Processes customs forms, correspondence and resolves manifest discrepancies. Performs other duties as assigned by the supervisor.

### **Customer Service Specialist**

The position works under the direct supervision of the Unit Supervisor. Working within the company's established procedures and guidelines the position is responsible for a broad range of in-house customer support services. The position interacts with the company's customer base through various communication channels (telephone, e-mail and written requests) to provide professional and prompt response to inquiries and resolves outstanding customer issues. Performs other duties as assigned by the supervisor.

## **GROUP VII**

### **Transportation Solutions Specialist II**

The position works under the direct supervision of the Unit Supervisor. Working within the company's established procedures and guidelines the position provides prompt and accurate quotation/negotiation of rates and services to a broad range of current and potential customers. The position is responsible for the accurate interpretation and application of rates and charges to company Freight Bills and processes any associated adjustments/corrections. Processes correspondence, forms and reports. Performs other duties as assigned by the Supervisor.

## **GROUP VIII**

### **Transportation Solutions Specialist III**

Performs as work leader in the Rates/Quotation department. Coordinates activities of and provides training and guidance for Employees. Resolves routine administrative problems and provides recommendations on work related improvements to the Unit Supervisor. Performs routine performance audits/checks and works with the unit Supervisor to address any shortfalls.

The position performs all the required duties of a Transportation Solutions Specialist II, including the processing of the standard department correspondence, forms and reports. Performs duties incidental to the rating/quotation process and clerical duties as assigned by the Supervisor.

## **SECTION 2 LOCATIONS**

GRANDE PRAIRIE, AB  
KELOWNA, BC  
WHITEHORSE, YT

## **SECTION 3 LOCATIONS**

LETHBRIDGE, AB  
REGINA, SK  
WINNIPEG, MB  
SASKATOON, SK

JOB DESCRIPTIONS are intended to describe the type of work that would fall under the various Job Titles contained in Appendix "A". The Job Titles and/or Job Descriptions will not restrict the Employer from assigning, or the Employee from performing, duties in the office other than that Employee's Job Description and/or Job Title in order that the Employee's work hours are utilized to the utmost.

### **General Clerk(s)**

General Clerk(s) working under general supervision of the Unit Supervisor performs a variety of general clerical duties according to established systems and procedures. Requires a good understanding of all standard office procedures and a good working knowledge of the Transportation Industry. Operates typical office machines such as computer, typewriter, calculator, photocopier and fax. Performs other clerical duties as assigned by the supervisor.

This classification will include two (2) levels, the levels will include:

- a. General Clerk I
- b. General Clerk II

The hourly rates for these various levels are covered in Appendix "A" Section 2 and Section 3.

The following conditions apply to the allocations of these varies levels within this section:

- a. All Part Time Employees will be classified as a General Clerk I
- b. All Full Time Employees will be hired as a General Clerk I.
- c. Where the size of the office exceeds one (1) Full-Time clerk, excluding Temporary Employees, the senior Full-Time clerk will progress to General Clerk II, provided they have three (3) years of Full-Time service. This position will be maintained providing the location maintains two (2) Full-Time clerks.

LETTER OF UNDERSTANDING NO. 1 – Deleted – 2017-2018 Bargaining  
LETTER OF UNDERSTANDING NO. 2 – Deleted – 2017-2018 Bargaining

LETTER OF UNDERSTANDING NO. 3

BETWEEN

CANADIAN FREIGHTWAYS

AND

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

RE: Dispatch Duties

WHEREAS, dispatchers are excluded from the bargaining certificate;

AND WHEREAS, the function of call taking and booking of appointments is included in the role of dispatcher;

AND WHEREAS, the Employer has handled the function of dispatch call taking and booking appointments with various management and other non-MoveUP Union employees in the past that are located at the Employer's terminals;

AND WHEREAS, the office employees of Canadian Freightways terminal locations are represented by the MoveUP Union;

AND WHEREAS, the Employer is prepared to continue to have portions of the dispatch functions to be performed by MoveUP Union employees;

THE PARTIES HEREBY AGREE:

1. The Employer will have some of the dispatch duties performed by MoveUP Union members.
2. As a result, the Union further agrees that should the Employer decide at any time that it wishes to discontinue having MoveUP Union members perform this function, it may terminate the use of the MoveUP Union employees and the Union will not assert in any way a claim to the work as bargaining unit work or the employees who subsequently are assigned the work.
3. This Letter of Understanding is subject to cancellation, by either party, with thirty (30) days notice.

Signed at Calgary, this 14<sup>th</sup> day of March, 2019.



SIGNED ON BEHALF OF THE EMPLOYER  
(Party of the First Part)

***“Original Signed”***

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Kim Glenn  
Director of Human Resources

SIGNED ON BEHALF OF THE UNION  
(Party of the Second Part)

***“Original Signed”***

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Cheryl Popeniuk  
Union Representative

CP:cm usw2009

LETTER OF UNDERSTANDING NO. 4

BETWEEN

CANADIAN FREIGHTWAYS

AND

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

RE: CF LTL & CF Direct – Burnaby, BC

WHEREAS employees currently perform clerical work under the MoveUP certification for Canadian Freightways at the Burnaby location;

AND WHEREAS this work includes servicing dedicated customers as well as regular LTL customers;

AND WHEREAS a large customer has requested a separated operation in which to handle their business;

AND WHEREAS Canadian Freightways has agreed to provide a separated, dedicated service centre for their customer currently operating in Burnaby;

The parties hereby agree that:

1. The work (and assets) will be separated operationally and will run as two separate service centres;
2. Employee's original seniority dates will remain unchanged;
3. The terminal seniority list (one list for full time employees and one list for part time employees), will remains as is, one list to contain both service centres;
4. Initially all jobs will be posted as either CF LTL or CF Direct. The incumbents will have first right of refusal;
5. Once the positions are filled and established, any new positions in either service centre will be posted and awarded by service centre, then by location, as per Article 13 of the Collective Agreement.
6. For all shift changes, incumbents will have the first right of refusal;

7. Although employees are not permitted to move back and forth between the two service centres, the one exception is in the event of a layoff greater than one (1) day. Seniority shall prevail in these circumstances and the affected employee(s) will have the option to take the lay-off or bump a junior employee, providing they have the ability and qualifications;
8. The daily operations of each service centre will not affect the other. Scheduled work hours, overtime opportunities, or vacation selection apply only to each service centre individually.
9. The wage rates and step scales reflected in Appendix “A” Job Classifications and Wages in the current collective agreement remain in effect, including any future negotiated wage increases or premiums;
10. Unless identified in this Letter of Understanding, all remaining conditions of the current collective agreement will apply to both service centres.

Signed at Calgary, this 14<sup>th</sup> day of March, 2019.

SIGNED ON BEHALF OF THE EMPLOYER  
(Party of the First Part)

SIGNED ON BEHALF OF THE UNION  
(Party of the Second Part)

***“Original Signed”***

***“Original Signed”***

\_\_\_\_\_  
Kim Glenn  
Director of Human Resources

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Cheryl Popeniuk  
Union Representative

***“Original Signed”***

***“Original Signed”***

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Tim Christensen  
General Manager

\_\_\_\_\_  
Mike Novak  
Union Representative

LETTER OF UNDERSTANDING NO. 5

BETWEEN

CANADIAN FREIGHTWAYS

AND

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

RE: Appendix "B" Health & Welfare Plan

WHEREAS the Employer agrees to remove the Provincial Drug Formulary from the Plan;

AND WHEREAS there is an increased cost as a result of the change to the benefit plan;

AND WHEREAS the Parties agree to share the increased cost;

THE PARTIES HEREBY AGREE that the Employer will deduct from each employee enrolled in the plan, a total of \$9.23 per pay period.

Signed at Calgary, this 3rd day of April, 2019.

SIGNED ON BEHALF OF THE EMPLOYER  
(Party of the First Part)

SIGNED ON BEHALF OF THE UNION  
(Party of the Second Part)

***"Original Signed"***

***"Original Signed"***

\_\_\_\_\_  
Kim Glenn  
Director of Human Resources

\_\_\_\_\_  
Cheryl Popeniuk  
Union Representative

***"Original Signed"***

***"Original Signed"***

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Tim Christensen  
General Manager

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Mike Novak  
Union Representative

CP:ec-usw2009