

MEMORANDUM OF AGREEMENT

BETWEEN:

TST-CF Express

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

Canadian Office and Professional Employees' Union, Local 378 (dba MoveUP)

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from January 1, 2019 through December 31, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:


1. The Parties agree that the Collective Agreement is renewed for a term of five (5) years from January 1, 2024, to December 31, 2028 with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from January 1, 2024, unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Calgary, AB, **B.C. this** 12 **day of** February, **2024**

For the Employer:

Rob Petryszyn, VP Operations



John Gallichan, Manager, HR

For the Union:



Mike Novak, Union Representative



Richard Van Grol, Union Representative

Karen De Aguiar

Christian Monnin

Debra Watson-Pratt

APPENDIX "A"

Attach all sign off as Appendix A

RE-DRAFT

January 18, 2024, 1:15PM

Appendix A

Effective January 1, 2024

1. Montreal will be moved from Section 2 to Section 4 for the purpose of bringing their wages in line with the economic region.
2. Existing wages for Section 2 General Clerk 1 are \$21.94.
3. For the sole purpose of name change both parties agree to replace “General Clerk” with “Terminal Clerk” throughout this agreement.
4. Section 4 will now be:
 - Toronto (Mississauga), ON
 - Montreal, QC
5. For clarity we have listed the existing wages and classifications for Section 4:
 - Customs Clerk - \$20.79
 - Terminal Clerk (previously General Clerk) - \$22.38
 - Customer Service Clerk - \$22.96
 - Rating Analyst - \$24.06
6. For clarity we have applied the wage increase for **YEAR 1** to the existing wages in Section 4:
 - Customs Clerk - \$21.62 (4% applied)
 - Terminal Clerk - \$23.28 (4% applied)
 - Customer service clerk - \$23.88 (4% applied)
 - Rating Analyst - \$25.51 (up to 6.05% applied)

GENERAL WAGE INCREASE:

For the Union


Year 1 – January 01, 2024

- 4.0% increase for Section 4
- 6.05% increase for Rating Analyst for Section 4 - to maximum of \$25.51.
- 2.25% increase for London
- 2.25% increase for Western Canada Terminals

Year 2 – January 01, 2025

4.0% increase for all terminals

Year 3 – January 01, 2026

2.5% increase all terminals.

Year 4 – January 01, 2027

3.25% increase for all terminals

Year 5 – January 01, 2028

3.0% increase for all terminals

Section 2

Within 60 days following ratification, the Company will agree to increase the paramedical coverage to **\$750** from \$500.

The Employee medical co-pay will increase to **\$15** biweekly (i.e., each pay).

Agreed in Calgary, this 18th day of January, 2024.

SIGNED ON BEHALF OF THE EMPLOYER

(Party of the First Part)



Kim Glenn

Director, Human Resources

Rob Petryszyn

Vice President of Operations

SIGNED ON BEHALF OF THE UNION

(Party of the Second Part)

For the Union



Michael Novak

Union Representative



Richard Van Grol

Union Representative



(Canadian Office and Professional Employees Union, Local 378)

TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)


Union			
Number	Affected Article/MOU	Date: Dec 8th	Time:11:05 a.m
UP#1	Various	<i>Housekeepina</i>	

General Housekeeping

The parties agree to discuss general housekeeping throughout the term of this collective agreement, such as spelling mistakes, punctuation and numbering. If agreed by the parties, corrections will be made accordingly.

Throughout Collective Agreement, anywhere Employer, Union, Collective Agreement or Article appear need to be capitalized and employee's will be lower case.

Review and discuss existing LOU's.

*Parties agree to Renew LOU #3
LOU #4* 

E&OE

Signed off this 8th _____ day of December _____ 2023

For the Union
For the Union



For the Employer



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 14th 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

Cheryl Popeniuk
Union Representative

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 remain 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 14th 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

Cheryl Popeniuk
Union Representative

"Original Signed"

"Original Signed"

Tim Christensen
General Manager

Mike Novak
Union Representative



(Canadian Office and Professional Employees Union, Local 378)

TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Dec 8th	Time: 11:05 a.m.
UP# 2	Articles	<i>New - Union Leave, reimbursement of wages. New 5.06 b)</i>	

Articles - Union Representation

5.06 Union Leave for Union Business

- (a) 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.
- (b) In cases where an employee is continuously engaged in union-related activities for a duration exceeding one (1) day, the employer shall maintain the employee's regular pay, with subsequent reimbursement by the union for the wages incurred.

E&OE

Signed off this 8th _____ day of December _____ 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Jan 17 th	Time:
ER #5	Article 8	<i>Amend – update and document stat holidays by province</i>	

Article 8 – General Holidays

8.01 General Holidays

- a. All Employees who have completed thirty (30) calendar days of employment shall be entitled to ~~nine (9)~~ ten (10) General Holidays. The said General Holidays are:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Labour Day	Remembrance Day
Victoria Day	<u>National Day for Truth and Reconciliation*</u>	Christmas Day
		Boxing Day

- b. ~~And~~ In addition to the foregoing all employees shall have two (2) additional General Holidays as specified below: (reference Statutory Holiday list)

- 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.~~

- i. Alberta: Family Day and August Civic Holiday
- ii. British Columbia: Family Day and August Civic Holiday
- iii. Manitoba: Louis Riel Day and August Civic Holiday

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- iv. Ontario: Family Day and August Civic Holiday
 - v. Quebec: Day after New Years Day and St. Jean Baptiste Day
 - vi. Saskatchewan: Family Day and August Civic Holiday
 - vii. Yukon Territory: Aboriginal Day and Discovery Day
- c. Salary Treatment and Time off in Lieu
- i. Customs Clerks in PARS who work Victoria Day shall receive the last Monday in May (U.S. Memorial Day) off with pay
 - ii. Customs Clerks in PARS who work Canada Day shall receive July 4th (U.S. Independence Day) off with pay.
 - iii. Customs Clerks in PARS who work Thanksgiving shall receive the last Thursday of November (U.S. Thanksgiving) off with pay.
 - iv. Customs Clerks in PARS who work Thanksgiving shall receive the last Thursday of November (U.S. Thanksgiving) off with pay.
- d. 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.

Although all employees are entitled to twelve (12) General Holidays, local operational requirements differ by Province and therefore have different operating days. As a result, the following chart represents the actual General Holidays and the substitutions required by Province.

Re-formatted, originally signed off January 17th, 2024.

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer

TST-CF HOLIDAY CHART

GENERAL HOLIDAYS	<i>Federal Stats</i>	BC	AB	SK	MB	ON	QC
New Years Day	x	x	x	x	x	x	x
Family Day / Louis Riel Day		x	x	x	x	x	
Good Friday	x	x	x	x	x	x	x
Victoria Day	x	x	x	x	x	x	x
St. Jean Baptiste							x
Canada Day	x	x	x	x	x	x	x
August Civic Holiday		x	x	x	x	x	
Labour Day	x	x	x	x	x	x	x
Truth & Reconciliation Day	x	SWAP	SWAP	SWAP	SWAP	SWAP	SWAP
Thanksgiving Day	x	x	x	x	x	x	x
Remembrance Day	x	x	x	x	x	SWAP	SWAP
Christmas Eve		T&R SWAP	T&R SWAP	T&R SWAP	T&R SWAP	T&R SWAP	T&R SWAP
Christmas Day	x	x	x	x	x	x	x
Boxing Day	x	x	x	x	x	x	x
New Years Eve						Nov 11 SWAP	Nov 11 SWAP
Day After New Years							x



(Canadian Office and Professional Employees Union, Local 378)

TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Dec 8th	Time: 1 p.m.
UP#6	Article 10.05	<i>Amend - add definition to this provision (great grandparents, transgender)</i>	

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." In addition to this, grandfather and grandmother shall include great-grandfather and great-grandmother.

Signed off this 8th _____ day of December _____ 2023 _____

For the Union

For the Employer

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

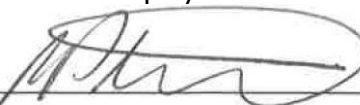
The Employer may require an Employee to provide proof of death of a member of the immediate family. Such proof will include place and date of death.

Signed off this 8th _____ day of December _____ 2023 _____

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Dec 8th	Time: 1 p.m.
UP# 8	Article 10.07	<i>New – Domestic and Sexual Violence Leave</i>	

10.07 Family Violence Leave

After 3 consecutive months of continuous employment the Employer will grant an employee in each calendar year:

- a) up to five (5) days of paid leave to deal with issues related to family violence.
- b) up to five (5) days of unpaid leave, in units of one or more days or in one continuous period.

The employee will provide written notice to the Employer indicating the duration of leave as soon as possible. The Employer may request, within 15 days of the employees return to work, supporting documents concerning the reasons for the leave.

This leave is not eligible if you are accused or committed the act of violence.

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E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Jan 17 th	Time:
ER #4	Article 11		

ARTICLE 11 – HEALTH AND SANITATION

11.03 Hygiene Products

The Employer will provide menstrual products in accordance with the Canada Labour Code (CLC).

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E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: Dec 8th	Time: 11:05 a.m.
UP# 10	Article 11.04	<i>New - \$ - previously negotiated with the accretion application. Was \$125.00 footwear onlu.</i>	

11.04 Footwear Allowance

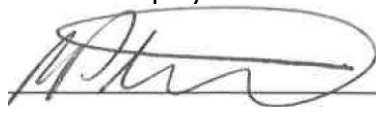
Any employee who is required to wear CSA approved work boots/safety shoes, will be reimbursed up to ~~\$125.00~~-\$150.00/year, upon providing a receipt for the purchase.

Signed off this 8th _____ day of December _____ 2023 _____

For the Union
For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date Dec 8th	Time: 11:05 am
UP# 12	Article 16.08	<i>New - Collective Agreement Translation</i>	

Article 16 - General

16.08 Collective Agreement Translation

The Collective Agreement is required in English and French therefore the Employer and the Union agrees as follows:

1. The Collective Agreement shall be provided in English and French.
2. The parties acknowledge that the French language version is for reference only and that the English language version is the official text and that in the event of any inconsistency or discrepancies between the two versions. The English language version shall govern.
3. The parties agree to share the costs of the translation equally.

Signed off this 8th _____ day of December _____ 2023

For the Union
For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	Article 19	\$ - Duration	

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~~24~~ to and including December 31, 2023~~28~~.

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.

Re-formatted, originally signed off January 18, 2024.

Signed off this _____ day of _____ 20____

For the Union

For the Employer



TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: Jan 16th	Time:
UP# 16	Appendix "B"	<i>Amend - \$ - increase benefits</i>	

Appendix "B" - Health and Welfare Plan

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 premiums will be the responsibility of the employer after the employee completes probation of ninety (90) calendar days as per Article 6.02. 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 service and upon the Employee submitting an application to the company, the cost of the premiums will be paid by the Employer.~~

Signed off this 16th day of January 2024

For the Union
For the Union

For the Employer



**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: Jan 17th	Time:
UP#15	Appendix "B"	<i>Amend - \$ - increase benefits</i>	

Appendix "B" – Health and Welfare Plan

Within 60 days following ratification, the Company will agree to increase paramedical to \$750 from \$500

Section 6 Sick Leave

- a. All employees who have completed 30 calendar days of employment shall be entitled to three (3) paid medical sick days.
- b. Following the above, All Regular Full-Time Employees who have completed their ninety (90) day calendar probationary period shall thereafter accumulate then accumulate paid sick leave at the rate of one-half day sick leave credit per month worked to a maximum of eight ten (10) days per year.
- c. Any unused medical sick days at the end of the year will be carried forward to the following year but shall not exceed 10 days earned or taken in any calendar year.

~~Employees must be paid for one hundred and thirty five (135) hours in a month to qualify for such half one 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.~~

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

- d. For any of the first three (3) 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 days(s) are regular workdays. In cases where an employee is unable to complete their shift due to illness, the employee will have the motion 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 equivalent to their regular schedule. ~~seven and one half (7 1/2) 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 or time entry system 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.

Re-formatted, originally signed off January 17th, 2024.

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
ER #1	Article 6		

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~~ themselves 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, or eight (8) consecutive hours per day; forty hours per week unless otherwise defined in this Agreement. notwithstanding any other article in this Agreement or where otherwise defined.

There will be no change to the current hours of work and any change in shifts will be in accordance with Article 7.01 of this Agreement.

Re-formatted, originally signed off January 18, 2024

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
ER #2	Article 7		

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

7.01 Hours of Work

Seven and one-half (7 1/2) hours ~~within or eight (8) and one-half (8 1/2)~~ consecutive hours shall constitute one (1) full day's work; thirty-seven and one-half (37 1/2) hours or eight hours shall constitute one (1) full week's work, Monday through Friday inclusive and in accordance with Article 6.01 of this agreement; 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 1/2) 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,

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer

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.

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For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**TST-CF Express
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
ER #3	Appendix A		

APPENDIX “A” - JOB CLASSIFICATIONS AND WAGES

Increase all wages in each group for Sections 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

SECTION 2 LOCATIONS

- GRANDE PRAIRIE, AB
- KELOWNA, BC
- WHITEHORSE, YT

SECTION 3 LOCATIONS

- LETHBRIDGE, AB
- REGINA, SK
- SASKATOON, SK
- WINNIPEG, MB
- LONDON, ON

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For the Union

For the Employer

SECTION 4 ~~TEMPORARY EMPLOYEES LOCATIONS:~~

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.

MISSISSAUGA, ON

MONTREAL, QC

Classifications:

Customs Clerk

Terminal Clerk

Customer Service

Rating Analysts

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.

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For the Union

For the Employer
