

**COLLECTIVE AGREEMENT**

**Between**

**CONSOLIDATED FASTFRATE**

**And**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)  
LOCAL 114**



**Effective: March 01, 2011 until February 28, 2013**

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## **ARTICLE 1 – PREAMBLE**

### **1.01 Purpose of the Agreement**

The purpose of this Agreement is to secure for the Company and the Employees, the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible, the safety and physical welfare of the Employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the Employees to co-operate fully, individually and collectively for the advancement of such conditions.

### **1.02 Binding Effect**

This Agreement shall be binding upon the parties, their successors, administrators, executors, and assignees. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such business or any part thereof, this agreement shall continue to be in full force and effect, and the parties to it are subject to the terms and conditions of the Agreement for the life thereof.

### **1.03 Interests of the Industry**

The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the transportation industry and of the Company.

## **ARTICLE 2 - BARGAINING AGENCY**

### **2.01 Application of the Agreement**

This agreement shall apply to all employees and owner operators of the Employers operation as set out in the Certificate issued by the British Columbia Labour Relations Board dated December 14, 1971 except for those specifically excluded by that certificate.

### **2.02 No Other Contract**

The Company agrees not to enter into any agreement or contract with the employees who are members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be deemed to be null and void.

### **2.03 Highest Standard in Effect**

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the highest standards in effect at the time of the signing of this Agreement.

### **2.04 Acquaint New Employees**

The Company will acquaint all new employees of his/her rights and/or obligations and shall introduce all new employees to a Union Shop Steward within the first 3 days of their employment, and, such introduction shall take place on Company paid time for not more than 30 minutes. Such time shall not attract overtime for either the new employee or the shop steward.

### **2.05 Disclosure of Personal Information to the Union**

- a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.
- b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 Union Dues Remittance**

- a) Each new employee and owner operator when hired by the Company will be informed by the Company that he/she is to contact the Union Office or Shop Steward. The Company shall also provide to the new Employee for signing, a package of documents for the purpose of becoming a Union member and signing an authorization card, authorizing the Company to deduct from his/her earnings Union initiation fees, Union dues and/or other charges as levied against him/her by the Union. After the documents are

signed, the Company shall forward those documents to the Union within 3 working days of them being signed.

- b) The new employee shall appear on the monthly check-off list as provided by the Company to the Union.
- c) The Company will include all union dues, fees and assessments deducted in the calendar year for all employees as set out above on the T-4 slips issued by the Company. The Company will distribute Union dues receipt issued from the Local Union for all Owner Operators at the end of each year through the payroll department.

### **3.02 Membership in the Union**

- a) Every employee and owner operator of the Company covered by this Agreement shall be a member of the Union in good standing as a condition of employment with the Company.
- b) When additional employees and owner operators are required, the Company shall give the Union first opportunity to refer suitable CAW members for employment.
- c) In the event that a person who is not a member of the Union is hired by the Company, that person shall join the Union within three (3) days of his/her hiring. The Company shall provide to the Union a list of new employees and owner operators hired by the Company within one (1) day of their hire date.

### **3.03 Union Bulletin Board**

The Company will provide a locking bulletin board in all buildings and facilities for the posting of Union notices and bulletins. Notices shall be posted by an elected or appointed shop steward or other authorized representative of the Union.

### **3.04 Protection of Bargaining Unit Work**

- a) Except in case of emergency or for training purposes, every motor vehicle and every piece of mobile equipment used by the Company, whether owned or leased by the Company, shall be operated by a member of the bargaining unit. Where the company has complied with the provisions of Clauses 3.04 and 3.05 in their entirety, and, there is additional work that needs to be performed and there is not enough available labour or equipment to perform the work, the Company may then utilize the services of a hired cartage Company that is able to perform the work.

- b) All storing and handling of merchandise or other goods or materials shall be carried on by members of the Union.
- c) Where work is under the control or direction of the Company, all equipment shall be loaded and unloaded by members of the bargaining unit.
- d) The Company shall not use any leasing device to a third party for the purpose of evading this Agreement.
- e) Provided qualified employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.
- f) Only Persons covered by this collective agreement, shall perform bargaining unit work unless otherwise specifically set out in this agreement.
- g) Work in any given classification shall not be transferred so as to fall within the duties of another classification without prior agreement in writing from the Union.
- h) The Company agrees not to purchase or operate another trucking, warehouse or pool car operation for the purpose of operating it as a competitor to CFF or which would be a competitor to CFF.
- i) Where the Company plans to change the style of equipment being used in the performance of duties within the operation, the Company shall give notice of not less than **three (3)** months to the Union and all of the employees that would be affected.
- j) The purpose of the **three (3)** month period would be to allow the affected employee to attain their upgraded qualifications to perform the work in the classification that has been subject to the changes.
- k) All courses, training and costs for such upgrading shall be borne by the Company. The Company shall also provide where operationally feasible at no cost to the employee, the use of any equipment to obtain such upgrade whether for practice, training or taking tests.
- l) As an example, where the Company were planning to reduce the number of straight truck drivers, those affected straight truck drivers would be given three (3) months notice to upgrade their drivers qualifications to meet the new requirement.

This article is applicable to every classification in this Collective Agreement.

### **3.05 Power Units**

- a) The Company will maintain in proper running order a minimum of 33 Company-owned power units (i.e., tractors, straight trucks, etc).
- b) The Company may hire 4 Owner Operators (Company Drivers) from within the Bargaining Unit, who were on staff at the time of ratification of this agreement, before hiring anyone from outside of the bargaining unit first.
- c) In the event that 4 Company drivers do not opt to become owner operators as set out above, the Company must maintain the number of power Units as set out in a) above before hiring owner operators.
- d) The Company has sole discretion on selection on the hiring of Owner Operators should the four (4) company Drivers not convert as set out in b) and c) above.
- e) All Power Units as set out in (a) above must be in operation on a daily basis and be operated by a Company employee who is a member of the bargaining unit before the Company can utilize the services of an owner operator and/or hired cartage.
- f) Except in the case of an emergency, violations of Clauses 3.04 and 3.05 will be penalized by the Company having to pay the senior laid off employee his/her regular rate of pay for up to the first eight (8) hours worked by the owner operator. Any hours beyond eight (8) will be paid at overtime hours to the senior qualified employee working that day.
- g) Should the Company increase the number of Company-owned power units beyond the minimums as set out in (a) above, the following formula will apply:
  - For each owner operator hired by the Company, the next piece of equipment must be a Company-owned power unit before any more owner operators can be hired or working.
- h) Owner operators and/or hired cartage will not be used on afternoon or midnight shift and will not be used in the shunt positions.
- i) Any freight for delivery or for pick up in the Lower Mainland for points elsewhere will be performed by members of the bargaining unit.

### **3.06 Refusal to Cross a Picket Line**

It shall not be considered a violation of this agreement where an employee refuses to cross a legal picket line, nor shall that employee be subject to

discipline. Further, goods declared "HOT" by the BC Federation of Labour shall not be handled by employees but shall only be removed from all inbound equipment.

### **3.07 Notification of a Picket Line**

The Union shall notify the Company as soon as possible after the Union is notified of the existence of such legal picket line as referred to above.

### **3.08 Other Unions**

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

### **3.09 Union Label**

- a) It shall not be a violation of this Agreement for an employee to post the CAW label in a conspicuous place in the cab of the vehicle or equipment he/she is operating.
- b) Where an employee wears Union clothing on company premises, that employee shall not be subject to discipline and may wear any authorized CAW clothing provided that such clothing is not provocative or potentially damaging to the Company. Further, such clothing shall not be worn while working off of Company premises.

### **3.10 Shops Stewards – Dock and Drivers**

- a) The Union shall select from among its members, a Chief Shop Steward, one Shift Steward and one alternate for each shift. Shifts are defined as Drivers, Day Dock Crew, Afternoon Dock Crew, and Night Dock Crew.
- b) The Union shall, notify the Company in writing of such stewards and alternates and of any subsequent changes that are made to the filling of Union positions. The selection of stewards and alternates as contemplated in this clause shall not be done in a manner that is meant to interfere with or otherwise create undue harm to the Company's operation.

### **3.11 Shop Stewards – Office**

The Union shall select from among its office staff members a steward and alternate to represent the office staff.

### **3.12 Steward Recognition**

- a) The Company will recognize the Chief Shop Steward, the Shift Stewards and will not discriminate against them for lawful Union activity. Union representatives are required to obtain permission from the Supervisor to attend to Union business during the shift. Such permission will not be unreasonably withheld provided such activities are consistent to the efficient operation of the Company.
- b) The Company will notify the Union twenty-four (24) hours prior to the dismissal of a Chief Shop Steward or Shift Steward, giving the reason in writing.

### **3.13 Access to Company Premises**

Authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided that there is no interruption of the Company's operation.

### **3.14 Paid Steward Time Off**

- a)
  - i) The Company shall allow Shop Stewards a maximum of 24 hours per week on Company paid time to investigate and settle grievances on behalf of the Union. When a Steward is not investigating or settling grievances, the Shop Steward shall undertake other related duties all of which must be confined to the work site.
  - ii) All hours are to either be used in each week or forfeited. The Union shall schedule such hours the week prior and advise the Company as to when the scheduled hours are to be used.
- b) Any hours not scheduled the week prior shall be used on an ad-hoc basis, however, in using those hours, the Chief Shop Steward shall first contact the Operations Supervisor to ensure that the Company's operation is not negatively affected. Where the taking of such time negatively affects the Company's operation, the Operations Supervisor may deny the ability to use those hours on an ad-hoc basis. Such denials shall not be made unreasonably and shall be for Operational issues only.
- c) In any week where the hours as set out above have been used up and an issue arises, either the Company or the Union may contact the other party to arrange for additional Company paid time to resolve the issue. Both parties must agree to such additional time before it is taken.

- d) The Company and the Union shall develop a method for scheduling, time keeping and utilizing the Company paid hours as set out in this article. Both the Union and the Company shall be responsible for administering these hours.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01 Management Rights**

- (a) The Union recognizes that the Company has the unfettered right to manage the business and to exercise all the prerogatives of management. Management has the right to determine the size of and direct the work force, to extend or curtail operations, to hire and promote, subject to the limitations as set out in this agreement. The Company also has the right to discharge, suspend or otherwise discipline employees and owner operators for just and reasonable cause.
- (b) The Company also reserves the right to supplement and alter from time to time reasonable rules and regulations to be observed by the employees. The Company agrees said reasonable regulations and rules shall not be inconsistent with the provisions of this Agreement.

## **ARTICLE 5 – SENIORITY**

### **5.01 Seniority Established and Maintained**

- a) As of May 20, 2005 seniority shall be established and maintained from an employee's date of hire upon his/her successful completion of the probationary period.
- b) An employee hired prior to May 20, 2005 shall have his/her seniority determined by his/her date of hire as a fulltime employee. See clause 5.05 c) and d) for further clarification of how seniority has been managed as of May 20, 2005.

### **5.02 Seniority**

- a) A probationary employee shall not hold seniority but will be scheduled according to his/her date of hire.
- b) An employee shall be considered a regular employee and have his/her seniority backdated to his/her date of hire when:

- i) The employee makes himself/herself available to the Company for full-time employment and recognizes the Company as his/her primary employer, and
- ii) The employee has successfully completed his/her probationary period.

### **5.03 Seniority Principle**

- a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job based upon his/her length of service with the Company, and his/her ability to fulfil the job requirements.
- b) All shift bids, overtime, job postings (excluding job postings for Lead Hands, Dispatchers and Appointment Clerks as per Clause 7.04 a) ) and vacancies, layoffs, recalls and vacation bids will be done strictly in accordance with the principles set forth in Clause 5.03 a) above.

### **5.04 Seniority Branch Wide**

In all areas, seniority shall be branch wide. Branch shall be deemed to mean all terminals or warehouses in the Lower Mainland.

### **5.05 Seniority Lists**

- a) Within each terminal and/or terminals, the Company will post and maintain seniority listings. Listings will be posted as of January 31, May 31 and September 30 of each year. Copies of current lists will be provided to the Union and Chief Shop Steward.
- b) Each seniority list shall rank employees by employee number in seniority order. Seniority lists will also show an employee's service or start date which will only be used to determine vacation and severance entitlement.
- c) The changes to this collective agreement with respect to the operation of the seniority language is as follows:

As of May 20, 2005 the elimination of Part Time and Full Time designations will take effect and the seniority lists shall be combined. The current Part Time list (as of May 20, 2005) shall be end tailed onto the Full Time list and there shall then be one single seniority list.

- d) From May 20, 2005 forward, all names on the list shall remain in the place they are slotted.
- e) All new hires shall appear on the list in the order in which they are hired. On any day when more than one person is hired, seniority shall be established by drawing names of the new hires starting that day.
- f) As of July 5, 2008 any objection to the accuracy of a posted seniority list must be lodged within thirty (30) calendar days of the list being posted.
- g) An employee's seniority standing and/or date shall be final and binding with no change allowed thereafter when such standing and/or date has appeared on two (2) consecutive seniority lists unless the incorrect seniority standing and/or date is protested in writing within the thirty (30) day period allowed for correctional purposes (except by mutual agreement between the General Manager and the accredited Representative of the Union). When the seniority standing and/or date of an employee is so corrected, the corrected date shall be final and binding.

#### 5.06 Seniority Lost

Seniority will be lost and the employee's employment shall be terminated only for the following causes:

- a) Voluntary quitting;
- b) Discharge for just and reasonable cause;
- c) Absence without authorization for a period in excess of two (2) consecutively scheduled work days, except where the employee gives satisfactory reasons for his/her failure to do so. **(The Employer shall make a reasonable attempt to contact the employee at his/her last known phone number after being absent without authorization for one (1) shift.);**
- d) Failure to report for work within seven (7) calendar days of the dispatching of a recall notice after lay-off to the last address provided to the Company;
- e) On leave of absence and engaged in gainful employment without prior written permission from the Company and the Union, in following with Clause 5.07 a);
- f) On layoff exceeding twelve (12) consecutive months;
- g) Outside the bargaining unit for more than ninety (90) days in following with Clause 5.07 b).

## **5.07 Other Employment and Seniority**

- a) Any employee on leave of absence engaged in gainful employment without prior written permission from the Company and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the seniority list and shall no longer be considered an employee of the Company.
- b) Promotion - When an employee within the bargaining unit covered by this Agreement takes a position within the Company, which is beyond the scope of the bargaining unit, he/she shall retain his/her seniority for a maximum of ninety (90) calendar days.
- c) At the conclusion of this period of ninety (90) calendar days, the employee must exercise his/her seniority rights by returning to his/her former position or relinquish all seniority rights.

## **5.08 Seniority - Classification and Department Defined**

- a) Classifications and Departments shall be defined as:
  - **Drivers/Dock Department**
    - Driver
    - Dock Worker
    - Dispatcher/Appointment Clerk
  - **Office Department**
    - Clerical
- b) Employees shall hold seniority within a classification, within a department.
- c) Each of the above noted departments shall have separate seniority lists and such lists will be posted as per the language as set out above.

## **5.09 New Terminal**

Should the Company open a new facility or terminal anywhere in the Province of British Columbia, any employee covered by this collective agreement shall have the right of first refusal on all new jobs created as a result of that opening. Employees availing themselves of such a transfer shall do so in seniority within the classification that they hold in their home terminal.

## **ARTICLE 6 - LAYOFF AND RECALL**

### **6.01 Reduction or Lay Off By Seniority**

- a)
  - i) When the Company has excess staff and needs to reduce the workforce, the Company shall do so in reverse order of seniority within a classification, where there are excess employees working. The Company shall have the right to lay-off any number of employees, on single or multiple shifts, whole or in part.
  - ii) There are three (3) levels of reductions:
    - 1) Shift Cancellation – where one (1) shift is cancelled
    - 2) Short Term Lay-off – more than one (1) shift but less than eight (8)
    - 3) Long Term Lay-off – eight (8) or more consecutive days
- b)
  - i) Where an employee suffers a single day reduction (shift cancellation) that employee shall have the right to bump the most junior employee on another shift (day, afternoon or graveyard) in the same classification, within the employee's assigned building provided he/she has the seniority and qualifications to perform that work. An employee shall be permitted to bump into the other building but only if he/she has been unsuccessful in exercising his or her seniority within their own building first. An employee who chooses to bump due to a shift cancellation must be able to return to the shift from which he/she bumped as soon as a shift is available or he/she shall be prohibited from bumping to that shift.
  - ii) Where an employee suffers a short or long term reduction that employee shall have the right to bump the most junior employee on another shift (day, afternoon or graveyard) in the same classification provided he/she has the seniority and qualifications to perform that work.
  - iii) An employee shall be permitted to bump into another classification but only if he/she has been unsuccessful in exercising his or her seniority within their own classification first. An employee shall not be permitted to bump outside of his/her department.
  - iv) An employee that suffers a Long Term lay-off shall have the right to request his/her Record of Employment (ROE) after the seven (7) days has passed.

- c) When an employee is bumped out of a job pursuant to b) above, that employee shall also have the right to bump the most junior employee in the same manner as set out above. The bumping process shall continue until the most senior employees are working in any classification, with the maximum number of hours as possible.
- d) As an alternative to bumping, an employee shall have the option to accept the shift reduction or to utilize his/her attendance bank and/or banked overtime to cover the lost time. The employee must notify the Company at the point he/she is notified of the reduction as to what option he/she wishes to use.

## **6.02 Recall and Restoration of the Workforce**

- a) When the Company requires additional workers and they have employees on layoff, the Company shall recall the most senior employee on lay off who has the qualifications to perform the work in the classification in which the additional workers are required.
- b) In the event an employee is recalled to a position which is a lower paying classification than he or she previously held, that employee shall continue to work in that lower paying classification until an equal or more number of hours become available in his or her previous held classification at which time the employee shall be moved back to the higher paying classification in order of his or her seniority.
- c) Recall from lay off shall always be in reverse order of seniority and the most senior employees on lay off shall be recalled to work before junior employees provided that the employee being recalled has the qualifications to perform the work that the employee is being recalled to fill.

## **6.03 Closure, Amalgamation or Move**

Where a terminal, whole or in part, is to be closed down, amalgamated, or moved to another location, the Union and all affected employees shall receive a minimum of sixty (60) days written notice prior to implementation. Where proper notice has not been given, all affected employees shall receive pay in lieu of notice not given. Within thirty (30) days of written notice being given, the Parties shall in good faith, meet to fully discuss and resolve all issues affecting the employees arising from the closure, amalgamation or move. Where the parties are unable to reach agreement respecting the foregoing, the matter shall be referred to the Labour Relations Board and/or to arbitration to have matter(s) resolved.

#### **6.04 Employment Record Request**

Any employee that is without work for seven (7) consecutive days or more may request his or her Record of Employment. An employee making such a request shall not be considered terminated. Upon receipt of an employee's request, the Company will produce an employee's Record of Employment as soon as reasonably possible.

### **ARTICLE 7 - VACANCIES AND JOB POSTING**

#### **7.01 Vacancies**

All new jobs or vacancies of fourteen (14) consecutive days or more (whether temporary or permanent) shall be posted in a conspicuous place at all locations for seven (7) calendar days for bidding purposes.

- a)
  - i) The Chief Shop Steward shall be provided one (1) copy of all job postings.
  - ii) All employees absent by reason of accident, vacation, illness or leave of absence shall be allowed five (5) days upon return to apply for jobs posted during his/her absence.
- b) A vacancy shall be defined as a position that has become vacant due to:
  - i) Resignation,
  - ii) Termination with just and reasonable cause, notwithstanding that a grievance may have been filed with respect to such termination,
  - iii) A leave of absence, illness or injury,
  - iv) Workers' Compensation,
  - iv) Vacation of a period of two (2) weeks or more,
  - vi) The creation of a new job or position

#### **7.02 Seniority Applied**

Seniority will be the determining factor for the purposes of preference on shift bids, overtime, lay-off and recall, vacation, jobs, or vacancies providing the employee is qualified.

### **7.03 Job Posting Detail**

- a) Postings shall contain the following information:
  - i) the job classification;
  - ii) a general outline of the included duties and responsibilities;
  - iii) the anticipated hours of work per week;
  - iv) the anticipated shifts to be worked; if known
  - v) the applicable wage rate
  - vi) the anticipated duration or permanence of the position
  - vii) the commencement date (which must be no later than fourteen (14) days from the date of the vacancy occurring)
  
- b) If the vacancy referred to herein occurs without advance notice to the Employer, and the vacancy needs to be filled immediately, the Employer shall fill the vacancy from amongst employees qualified to perform the tasks of the job until the job posting procedure has been completed.

### **7.04 Lead Hands, Dispatchers and/or Appointment Clerks**

- a)
  - i) When lead hands, dispatchers and appointment clerks are to be appointed by Management the positions will be posted as per 7.01. Where more than one person applies for a lead hand position, the successful candidate shall be the most senior employee where required skills, ability and qualifications to perform the work are relatively equal.
  
  - ii) The existing lead hands and dispatchers and/or appointment clerks as set out below will be grandfathered into those positions. Should they decide to leave those positions they would then be subject to the applicable provisions of the Collective Agreement.
  
  - iii) Should the Company decrease the amount of existing positions and then later reinstate those positions on any shift, the grandfathered lead hands, dispatchers and/or appointment clerks would be given the first opportunity to fill the positions before they went to posting pursuant to their seniority. Where any additional lead hand, dispatch and/or appointment clerk positions become available, or if any existing positions become vacant, the grandfathered lead hands, dispatchers and/or appointment clerks will be allowed to transfer from the position they presently hold, to that new or vacant position before it goes to posting.
  
  - iv) The vacancy left by the transfer or transfers would then go to posting and be filled pursuant to the provisions of the Collective Agreement.

- v) The grandfathered lead hands, dispatchers and/or appointment clerks are:

|               |              |
|---------------|--------------|
| Chris Bouwman | Wes Erickson |
| Warren Henham | Dave Reiter  |
| Gary White    |              |

- vi) Outside of appointments made by customers, the making of customer appointments is a dispatch function and can only be made by appointment clerks, dispatchers, dock workers, or drivers. When the Company chooses to use a dock worker or a driver, the workers will be paid the dispatch premium. This will be a posted position subject to Article 7.
- b) Should a lead hand, dispatcher and/or appointment clerk decide to revert back to their previous position, they shall do so with no affect to their previously held position.

#### **7.05 Departmental Seniority Applied to Postings**

- a) In the application of the above language, it is agreed by the parties that when posting for vacancies and new positions, and, in the awarding of such jobs, qualified employees within the department will be awarded the jobs prior to employees outside of their department.
- b) When transferring from one department to another, employees shall commence a new seniority start date within that new department, while at the same time maintaining their previous departmental and company seniority.

#### **7.06 Notification of Award**

- a) When a job posting has been awarded pursuant to this article, the Company shall post the successful applicants name(s) for five (5) working days on the Notice Board.
- b) If the Employer decides that a vacancy or new job, after being posted, is no longer required, the Chief Shop Steward shall be notified of the reason(s) for it not being filled.**

#### **7.07 Training for Advancement**

The Company and the Union agree that ongoing training for current employees of the Company is beneficial to both parties. With that understanding, the Company shall provide training for advancement within the Company as follows:

- a) Before there is hiring of new employees, the Company shall first train existing employees to fill new and vacant positions for advancement, before looking outside the Company.
- b) Where such training is to be provided, the Company shall post a notice advising employees that training is being offered. Employees shall be able to bid for such training and shall be awarded pursuant to the guidelines as set out in the posting. The senior Employee who meets the criteria in the training posting shall be offered such training.
- c) The posting referred to in b) above shall include all of the criteria, qualifications, skills, ability or other benchmark requisites that an employee must have to apply for such training.
- d) Where training is offered to employees out of seniority, this matter shall be deemed to be grievable and the affected party may file a grievance where the remedy shall be the requested training and retroactive remuneration for lost opportunities.

#### **7.08 Lay off of Lead Hands, Dispatchers and Appointment Clerks**

- a) Lead Hands, dispatchers and appointment clerks shall not have “super seniority” in the case of a lay off or a recall to work. Lead Hands and dispatchers and appointment clerks shall be laid off and recalled by virtue of their seniority and shall be scheduled to work pursuant to all of the applicable articles of this collective agreement.
- b) **A Lead Hand, dispatcher and appointment clerk shall not be bumped except by a senior qualified employee who has lost one or more shifts while a junior Lead Hand, dispatcher or appointment clerk is still working. Seven (7) consecutive days must elapse prior to a junior Lead Hand, dispatcher or appointment clerk being bumped. The seven (7) consecutive days shall be counted from the first day of the senior qualified employee not being scheduled.**

### **ARTICLE 8 - PROBATIONARY PERIOD**

#### **8.01 Probation Period**

- a) All newly hired employees (excluding casual employees) shall be considered as probationary for their first three hundred fifty (350) hours worked.
- b) Upon completion of the probationary period, employees shall have their seniority calculated from their date of hire and shall thereafter be entitled

to all rights and privileges of this Agreement. The Company may extend an employee's probationary period upon written agreement from the Union, which shall not be unreasonably withheld.

- c) During the probation period, an employee may be discharged if the Employer believes he/she is unsuitable for status as a regular employee.

## **ARTICLE 9 - REPRIMANDS AND AN EMPLOYEE'S PERSONNEL FILE**

### **9.01 Just and Reasonable Cause**

Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

### **9.02 Timelines for Discipline**

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly within eight (8) calendar days of the Company's first knowledge of the incident or occurrence, giving rise to the grievance or complaint. In circumstances where an investigation cannot reasonably be completed within the above stated eight (8) calendar days, the Company may request a time limit extension, which the Union shall not unreasonably deny.

### **9.03 Written Reasons for Suspension or Discharge**

The Company shall set out its written reasons for the discipline, suspension or discharge and provide a copy to the shop steward at the time the discipline is handed out.

### **9.04 Shop Steward Present**

The Company agrees that if it chooses to implement any discipline, including the suspension or discharge of an employee, a Shop Steward or alternate **Shop Steward** shall be present or all discipline shall be deemed null and void. Where a Shop Steward or alternate **Shop Steward** is not reasonably available and the situation warrants immediate action, the employee may be sent home and held out of service until a representative of the Union can be present. A meeting shall be convened as soon as all Parties are available. All time spent away from work by the employee shall count towards any discipline the Employer decides to administer. If the Employer decides to discipline less than the time that the employee has been held out of service the employee shall be compensated for those lost wages and benefits and otherwise be made whole.

### **9.05 Cancellation of Recorded Complaints**

A reprimand shall be removed from an employee's record one (1) year after it was issued.

### **9.06 Employee Acknowledging Discipline**

Whenever an employee chooses to sign a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

### **9.07 Access to Personnel File**

The Company agrees that upon reasonable notice, an employee shall have access to his/her personnel files once per year. Viewing the file shall be scheduled at a mutually convenient time. The file and its contents cannot be removed from the office although the Employer will provide photocopies upon request. A representative of the Employer shall be present any time an employee views his/her file.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.01 Grievance Steps**

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, which cannot be resolved between the employee (and/or Shop Steward) and his/her immediate supervisor, shall be dealt with in the following manner:

#### **Optional Step**

**Employees are encouraged to make an earnest effort to resolve issues directly with the management person to whom they report prior to filing grievances. Employees may, at their option, be accompanied by a Shop Steward.**

- (a) **Step 1** - The employee or Shop Steward shall, within eight (8) calendar days of the incident or occurrence giving rise to the grievance or complaint, submit a grievance in writing to the employee's department head who shall render a decision within seven (7) calendar days of receipt of the grievance.
- (b) **Step 2** - Failing satisfactory settlement at Step 1, the Union's grievance representative shall submit the grievance in writing to the Company's chief terminal manager who shall meet with the Union representative and

grievor within five (5) calendar days of receipt of the grievance. The chief terminal manager shall render a decision within five (5) calendar days of the grievance meeting.

- (c) **Step 3** - Failing satisfactory settlement at Step 2, the Union's grievance representative shall submit the grievance in writing to the Company's Vice-President, who shall render a decision within seven (7) calendar days of receipt of the grievance.
- (d) **Step 4** - Failing satisfactory settlement at Step 3, either Party may refer the grievance to arbitration.

#### **10.02 Certain Grievances to Step 2**

Group, Union, Policy, Suspension or Discharge Grievances shall be submitted at Step 2 of the Grievance Procedure.

#### **10.03 Grievor May Attend**

The Grievor may be present at any stage of the Grievance Procedure.

#### **10.04 Grievance Handling - Time Worked**

All meetings as set out above shall be scheduled and held on Company paid time with no loss of pay for either the employee or the Union officer(s) in attendance. Such paid time shall not attract overtime.

#### **10.05 Time Limits**

- a) Any grievance not responded to, by the party who has conduct of the grievance in the specified time in any step of the grievance procedure, the grievance shall be deemed to be settled in favour of the other party.
- b) Time limits at any stage may be extended by mutual agreement in writing between the Company and the Union Staff Representative. Time limit extensions shall not be unreasonably denied.

#### **10.06 Automatic Time Extensions**

Grievances and reprimands shall have automatic time limit extensions for absent employees or Management.

## **ARTICLE 11 - ARBITRATION**

### **11.01 Matter Sent to an Arbitrator**

Where a matter is not resolved pursuant to Article 10 of this collective agreement, the matter must be referred to arbitration within thirty (30) days of the Company's answer as set out in Article 10. The Parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) calendar days after the party requesting arbitration has delivered written notice of its intent. In the event that the Parties fail to agree on an arbitrator, they shall forthwith request the Minister of Labour to appoint one.

### **11.02 Arbitrator**

The arbitrator shall hear each Party's case, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.

### **11.03 Limitations**

The arbitrator shall not be vested with power to change, modify or alter any of the terms of this collective agreement.

### **11.04 Binding Decision**

The decision of the Arbitrator shall be final and binding.

### **11.05 Expenses of the Arbitrator**

The expenses and compensation, of the Arbitrator shall be divided equally between the Company and the Union.

### **11.06 Arbitrator's Rules**

The Arbitrator shall establish his/her own rules of procedure.

### **11.07 No Work Stoppage**

There shall be no slowdown stoppage of work while such differences are being settled.

## **ARTICLE 12 - ANNUAL VACATION**

### **12.01 Vacation Allotment**

Employees shall be credited with annual vacation entitlement pursuant to the following schedule:

| <b><u>Years of Service</u></b> | <b><u>Weeks of Vacation</u></b> | <b><u>% of gross earnings</u></b> |
|--------------------------------|---------------------------------|-----------------------------------|
| Less than 1 year of Service    | 0 weeks                         | 4%                                |
| 1 Year but less than 2         | 2 weeks                         | 4%                                |
| 2 years but less than 4        | 3 weeks                         | 6%                                |
| 4 years but less than 10       | 4 weeks                         | 8%                                |
| 10 years but less than 23      | 5 weeks                         | 10%                               |
| 23 years or more               | 6 weeks                         | 12%                               |

(Effective Jan. 1/09 based on accrual from Jan. 1/08)

### **12.02 Calendar Year**

A calendar year shall be the period between January 1st and December 31st.

### **12.03 Vacation Scheduling Limitations**

- a) All employees entitled to **five (5) or more** weeks vacation may not book more than **three (3) weeks**, continuous or otherwise, during the prime holiday season (**June 15<sup>th</sup> to September 15<sup>th</sup> and December 15<sup>th</sup> to January 15<sup>th</sup>**) unless time is available on the subsequent round of bids.
- b) All employees entitled to four (4) weeks vacation may not book more than two (2) weeks, continuous or otherwise, during the prime holiday season until all employees have placed their vacation bids.
- c) All employees entitled to three (3) weeks vacation may not book more than one (1) weeks, continuous or otherwise, during the prime holiday season until all employees have placed their vacation bids.
- d) Employees entitled to two (2) weeks vacation may book not more than one (1) week during the prime season until all employees have placed their vacation bids.
- e) An employee shall be able to take all of his/her vacation continuously or otherwise outside of the prime season. The Company will make every effort to accommodate all employees in arranging continuous vacation time during the prime season.

#### **12.04 Vacation by Seniority**

- a) Employees shall select their vacation dates in order of their seniority. **Outside of the prime holiday season stated in 12.03 above, no fewer than twenty percent (20%) of the employees in each classification shall be allowed to take their vacation at any one time. During prime holiday season, no fewer than fifteen percent (15%) of the employees in each classification shall be allowed to take their vacation at any one time.** Dispatchers and Appointment Clerks shall select vacation dates within the Dock classification.

**When calculating the number of employees off at any one time, fractions of .5 or more shall be rounded up.**

- b) For the purpose of calculating the number of employees eligible for vacation per week, every employee who has become eligible for vacation in each classification prior to January 1<sup>st</sup> shall be counted.
- c) The annual vacation bid shall take place during the month following the annual job bid and the completed vacation list shall be posted by the first Monday in February.
- d) Once an Employee has signed for their vacation, that vacation can not be moved or cancelled without the employee's permission in writing.

#### **12.05 Termination of Employment**

Where an employee is terminating employment, voluntarily or otherwise, he/she shall receive their vacation earnings at the rate to which that employee is entitled at the time of their termination as set out in this article based on year's service.

#### **12.06 14 Days Notice for Annual Vacation Bid**

Unless otherwise agreed between the Company and the employee, every employee shall be notified at least fourteen (14) calendar days prior to the annual vacation sign up.

#### **12.07 No Change to Vacation**

Once vacation periods are established the time shall not be changed except where mutually agreed between the employee and the Company.

#### **12.08 Payment for Vacation**

- a) An employee shall be paid for annual vacation at the percentage rate as prescribed in Clause 12.01.

- b) Upon **three (3) weeks** written notice employees shall receive their vacation pay on the **payday immediately prior to the commencement of their vacation**. In the absence of any written notice, employees shall receive their vacation pay on the **regular payday as if they are working**.

#### **12.09 Vacation Must Be Taken**

- a) An employee is required to take each week of his/her vacation time entitlement where there is an equivalent regular week's pay. Where there is less than a full regular week's pay available, the employee will not be required to take that week off, and in such case may request a pay-out of the partial week's vacation pay.
- b) It shall be mandatory for an employee to take his/her accrued vacation time as per a) above unless otherwise agreed between the Company and the Union.

#### **12.10 Vacation on Statutory and Paid Holidays**

- a) Should a Statutory or paid Holiday occur while an employee is on annual vacation, the employee shall, upon mutual agreement, have the option to:
- i) Receive an additional day off with pay to be taken in conjunction with that vacation period, or
  - ii) Take the day off with pay at a later date, or
  - iii) Take a day's pay in lieu.
- b) The employee shall make his/her option known to the Employer, in writing, a minimum of two (2) weeks prior to the commencement of the affected vacation period. In the absence of such notice the stat pay will be paid out on the first full pay period following the statutory holiday.

### **ARTICLE 13 - STATUTORY HOLIDAYS**

#### **13.01 Statutory Holidays**

- a) Pay for holidays when not worked shall be as follows:

Employees shall be paid for time not worked at their regular rate on:

- New Year's Day
- Labour Day

- Good Friday
  - Thanksgiving Day
  - Victoria Day
  - Remembrance Day
  - Canada Day
  - Christmas Day
  - BC Day
  - Boxing Day
  - Floater
  - and any other day formally designated or declared as a general and/or public holiday by Federal or Provincial Government.
- b) It is agreed that the Company and all employees will clean up and deliver all necessary work as quickly as possible on the last working day before Christmas and at this time those employees on duty may leave and be paid for the full eight (8) hours at the regular rate of pay.
- c) The “Floater” shall be taken during the calendar year at a time mutually agreed upon between the employee and the Employer.

### **13.02 Eligibility For Statutory Holiday Pay**

- a) To be eligible to receive pay for a statutory holiday, an employee must have been employed thirty (30) calendar days and worked their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- b) The eligibility requirements in paragraph a) above will be waived by the Employer because of a bona fide illness or injury, Jury Duty (14.01), Time off for Tests (14.04), Bereavement Leave (14.05), Approved Time Off (14.09) and Leave for Negotiating Committee (14.12). Where there is an injury or illness, the employee will be required to attend a medical practitioner to obtain a certificate as proof of such illness or injury. The medical certificate will be at the **employee's** expense.
- c) If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, he/she shall not receive any pay for the holiday.
- d) Notwithstanding b) above, an employee who misses his/her last regularly scheduled shift immediately prior to the holiday and his/her first regularly scheduled shift following the holiday due to being on Workers' Compensation, Weekly indemnity, Long Term Disability, or due to discharge, quit or suspension shall not be entitled to statutory holiday pay.

### **13.03 Calculation of Statutory Holiday Pay**

**Employees shall be paid the following amount for the day off:**

- (a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, the same amount as if the employee had worked regular hours on the day off;**
- (b) for employees who do not have a regular schedule of hours and who have worked at least fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;**
- (c) for employees who have worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).**

### **13.04 Terminated Within 30 Days**

- a) An employee who is terminated, or discharged for just and reasonable cause within the thirty (30) calendar day period shall not be entitled to this holiday pay.**
- b) An employee who has worked an average of forty (40) hours per week in the month preceding the lay-off who has been laid off temporarily and is then returned to work within the thirty (30) days period after the holiday, he/she shall be entitled to the paid holiday.**
- c) If an Employee who has worked an average of less than forty (40) hours per week in the month preceding a lay-off and who has been laid off temporarily and is then returned to work within thirty (30) days after the holiday, he/she shall be entitled to the paid holiday and shall be paid pursuant to Clause 13.03 b).**

### **13.05 Holiday Falls on a Non-Working Day**

- a) Where a Statutory Holiday falls on a non-work day for an employee, either the immediately preceding workday or the immediately following workday shall be recognized in the place of the Statutory Holiday.**
- b) If the Company requires a certain number of employees to take the Holiday on the day preceding or alternatively on the day following the**

Holiday, the employees shall be entitled to elect in order of seniority which day they wish to take in lieu of the Holiday, provided it is consistent with the efficient operation of the Company. Such election shall be made at least seven (7) days prior to the Holiday and shall be irrevocable.

### **13.06 Holiday Falls on a Work Day**

- a) Where a Statutory Holiday falls on an Employee's scheduled workday, and that employee works on the Statutory Holiday, Employees shall be paid one hundred and fifty percent (150%) of the rate of pay for all hours worked to a minimum of eight (8) hours.
- b) That Employee will then receive an additional day off with pay to be taken at a mutually agreeable time between the company and the Employee. Where possible, the Company shall schedule the aforementioned day off with pay to create a long weekend.

### **13.07 Notice of Alternate Day**

**The Company shall notify all employees fifteen (15) days before the Statutory Holiday as to which day is to be taken in lieu of the Holiday.**

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **14.01 Jury Duty**

- (a) Any employee who is required to perform jury duty on a day on which he/she would normally have worked, or attends Court in response to a subpoena to give evidence as a witness concerning matters occurring during the regular course of employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or witness attendance, and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work.
- (b) It is understood that such reimbursement shall not be for hours in excess of (8) per day, or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of:
  - i) jury service, and jury duty pay;
  - ii) witness attendance, and any witness fees ;
- (c) An employee making a claim pursuant to Clause 14.01 is required to produce any document relating to time spent and fees or pay received and those amounts shall be deducted from the payments made as set out above.

- (d) Any employee on jury duty or witness attendance shall, make himself/herself available for work before or after being required for such duty whenever practicable.
- (e) This article will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare Program, Annual Vacations, Workers' Compensation or as otherwise covered in this Agreement.

#### **14.02 Attendance Bank - Dock and Drivers**

All employees hired on or prior to July 5, 2008 are eligible for the Attendance Bank. Employees hired after July 5, 2008 shall not be eligible for the Attendance Bank.

- a) The Company shall pay one (1) day's pay per month accumulative leave to a total of ten (10) days – (80) eighty hours per year.
- b) Days used during each absence will be paid at one hundred percent (100%).
- c) Where an Employee has used all of his/her attendance bank days, additional absences shall be drawn from any banked overtime days as set out in Article 19 of this Collective Agreement.
- d) Dental and doctor appointments can be used from the accumulated time to compensate for lost time.
- e) Time used for doctors or dentist's appointments will be paid at one hundred percent (100%).
- f) Employees shall give the Company at least twenty-four (24) hours notice of a Doctor's, Dentist's or other appointment unless such appointment is made on an emergency basis, in which case reasonable notice shall be given.
- g) The employees shall be compensated for any unused portion of the accumulated days at one hundred percent (100%) paid out at the end of the year.
- h) Payroll tax will be borne by the employees.
- i) The Union shall co-operate with the Company and shall assist the Company wherever possible to eliminate abuses of any sick plan.

- j) Employees will have the option of having their unused days paid into their pension plan (contribution not matched by the Company) without tax deducted.
- k) Employees will have the option of having their unused banked time pay directed into an RRSP without tax deductions.
- l) The Company shall distribute to all affected employees a form to select how they wish these monies be dispersed by December 21st of each year. The Company is required to have all monies paid by the 4th pay period in January. This is to apply to banked overtime and attendance bank day's payout.

#### **14.03 Sick Days - Office Staff**

- a) All employees hired on or prior to July 5, 2008 are eligible for the Attendance Bank. Employees hired after July 5, 2008 shall not be eligible for office sick days.
- b) Six (6) days regular pay will be available on a diminishing basis for employees with zero (0), one (1) or two (2) days total absence by reason of illness during each year of employment.

#### **14.04 Time Off for Tests**

- a) Whenever it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the employer shall, upon request, provide appropriate equipment for this purpose.
- b) Time taken off for such purpose shall be paid for at the employee's regular rate.

#### **14.05 Bereavement Leave**

- a)
  - i) In the event of a death of an employee's spouse, child, or parent, employees shall be granted, five (5) consecutive (excluding days off) straight time days off work which shall be paid for by the Company.
  - ii) In the event of a death of an employee's sibling, grandparent, grandchild, father-in-law, mother-in-law, foster child, or foster parent, employees shall be granted, three (3) straight time days off work which shall be paid for by the Company.
  - iii) The designation "spouse" is defined as a person in a legally recognised marriage, and/or as a person who has cohabitated with

his/her partner for a period of at least twelve (12) months.

- iv) In addition, if the employee is notified of the death while he/she is working, he/she will be excused from, and paid for, the balance of that working shift, and such time shall not be charged against the five (5) or three (3) days of leave. Proof of such death shall be furnished upon request. Any cost associated with such a request shall be covered 100% by the Employer.
- b) Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.
- c) Employees who have worked less than forty (40) hours per week in the month preceding the death of his/her family member, shall be paid the appropriate amount of bereavement leave on a pro-rated basis, based on the number of hours worked in the month preceding the death of the family member for any day where that Employee would have been scheduled to work.

#### **14.06 Union Leave for a Full Time or Part Time Position**

##### **a) Full Time Position**

Any employee elected or appointed to a full time position with the CAW shall be granted an indefinite leave of absence without pay provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the employee's seniority shall accumulate, welfare benefits shall be suspended thirty (30) days after such leave commences and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the employee returns to work.

##### **b) Part Time Position**

- i) Any employee elected or appointed to a Part time position with the CAW shall be granted a leave of absence without pay provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the employee's seniority shall accumulate and the cost of the health and welfare benefits shall be paid by the Union and the company as follows:
- ii) For each day per week that the employee is absent from work as set out above, the Union shall reimburse the Company for five percent (5%) of the monthly cost of the health and welfare package.

- iii) Clause b) above applies to Employees who work for the Union a specific number of days per week, or per month, but does not apply to those who are on leave for full time staff of the Local or National Union.

#### **14.07 Union Leave – Short Term**

- a) The Company will grant a leave of absence without pay to any employee who attends essential Union business. The Union will give fourteen (14) days of notice of such a request.

- b) **Dock and Drivers**

The Company will let a maximum of two (2) employees go with a notice of less than fourteen (14) days. With respect to continuation of C.H.I.P.S. and benefits during leave from work on Union business, benefits will **cease** after thirty (30) calendar days of continuous leave.

- c) **Office Staff**

Leave for Union business, as set out in this agreement will be granted consistent with the efficient operation of the business as it relates to the office staff, to a maximum of one (1) person.

#### **14.08 Leave for Public Office or Personal Leave**

- a) **Public Office:**

Leaves of absence will be granted if an employee is elected or appointed to a Federal, Provincial, Municipal office.

- b) **Personal Leave:**

The Company may grant "leave of absence", without pay, to any employee under the following conditions:

- i) Every application for leave must be for a legitimate reason and must be submitted in writing to both the Company and the Union at least fourteen (14) days before requiring the leave of absence. The leave of absence must be for a period greater than one (1) week commencing with the start of a new workweek.
- ii) The Company, in conjunction with the Union, will consider the reasons for the request and the period of leave requested and, depending on the circumstances, will either approve or not approve

the request. This approval will not be unreasonably withheld. Any request for extension of leave of absence will be considered by the Company and permission will not be unreasonably withheld, if there are no other requests for leave of absence during this extension period.

- iii) Only one (1) employee will be granted a leave of absence at any one time and any additional leaves of absence requests will be considered at the sole discretion of the Company.
- iv) The granting of such request will be in accordance with the seniority of the employee making the request, determined by the date of the application, and such time off shall not be inconsistent with the efficient operation of the business.
- v) During this leave of absence, the employee will not be considered to be laid off, but will continue to accumulate seniority during his/her absence.

c) **Benefits during Leave:**

Benefits will be paid for any employee qualifying for leave of absence for the balance of the month in which the leave of absence is taken but will thereafter cease until such time that the employee returns to work full time.

**14.09 Approved Time Off**

- a) An Employee may request a day or days off without pay. Such requests shall be made in writing a minimum of forty-eight (48) hours in advance of the start time of the shift(s) being requested to be taken off.
- b) The Company may grant such requested time off at the Company's discretion. The granting of such leave shall be based on operational requirements, and, the availability of replacement Employees.
- c) Where the Company has available Employees to fill the spot being requested off, the Company shall grant the leave as requested.
- d) Where the Company does not grant the leave as outlined above, the Employee making the request shall be expected to report for work as scheduled.

**14.10 Paternity Leave**

Upon request, an employee shall be granted two (2) consecutive days leave of

absence. Such leave shall be deducted from the employee's attendance bank and paid for at one hundred percent (100%). Should the employee have no sick leave days remaining in his/her attendance bank, and then he/she shall be granted such leave of absence without pay.

#### **14.11 Maternity/Parental Leave**

a) **Maternity Leave**

- i) A pregnant employee who requests maternity leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
  - A) beginning
    - 1) no earlier than eleven (11) weeks before the expected birth date, and
    - 2) no later than the actual birth date, and
  - B) ending
    - 1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - 2) no later than seventeen (17) weeks after the actual birth date.
- ii) An employee who requests leave under this Clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-clauses A) and B).
- iv) A request for leave must:
  - A) be given in writing to the Employer,
  - B) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - C) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy

terminated or stating the reasons for requesting additional leave under sub-clause iii).

- v) A pregnant employee will be granted an unpaid leave of absence based on her medical practitioner's advice, provided to the Employer in writing, prior to childbirth but will not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.
- vi) A request for a shorter period under sub-clause a) i) B) 1):
  - A) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
  - B) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

b) Parental Leave

- i) An employee who requests parental leave under this Clause is entitled to:
  - A) for a birth mother who takes leave under a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave under a) unless the Employer and employee agree otherwise;
  - B) for a birth mother who does not take leave under a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
  - C) for a birth spouse/partner, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - D) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent. The date of adoption will be the date

of the Order of Adoption that the employee will furnish to the Employer.

- ii) If the child has a physical, psychological or emotional condition(s) requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-clause i).
- iii) A request for leave must:
  - A) be given in writing to the Employer;
  - B) if the request is for leave under sub-clause i) A) or B), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
  - C) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- c) Duties of Employer
  - i) An employer must give an employee who requests leave under Clause 14.11 the leave to which the employee is entitled.
  - ii) An employer must not, because of an employee's pregnancy or a leave allowed by this Clause:
    - A) terminate employment, or
    - B) change a condition of employment without the employee's written consent.
  - iii) As soon as the leave ends, the employer must place the employee:
    - A) in the position the employee held before taking leave under this Clause, or
    - B) in a comparable position.
  - iv) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with sub-clause iii) as soon as operations are resumed.
- d) Employment deemed continuous while employee on leave or jury duty:

- i) The services of an employee who is on leave under Clause 14.11 are deemed to be continuous for the purposes of:
  - A) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
  - B) any pension, medical or other plan beneficial to the employee.
- ii) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave:
  - A) if the employer pays the total cost of the plan;
  - B) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- iv) Sub-clause i) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under Clause 14.11.

#### **14.12 Leave for the Negotiating Committee**

- a) The Company will pay the lost wages for the Union Negotiating Committee to a maximum of twelve (12) hours pay per day for each member of the bargaining committee.
- b) For greater certainty, a negotiating committee member will only receive payment for a day spent in negotiations and only for the number of hours that employee lost on that day.

#### **14.13 Medical Leaves**

- a) Medical Notes
  - i) The Company shall, at its own expense, be entitled to require satisfactory verification of illness or injury after an employee is absent more than one (1) consecutive day or in instances where the Employer can demonstrate a pattern of absenteeism.

- ii) Medical certificates need only state whether the employee is fit or unfit, the nature of the limitations (e.g. lifting restrictions, no stair climbing, etc.) and the expected duration of the condition.
- b) Medical Information on Return to Work

Where an employee declares her/himself fit to return to work following a medical leave of more than seven (7) calendar days the Company may, at its own expense;

- i) First, require the employee to attend his/her Physician (or for a second opinion an independent medical examiner) for a physical examination as soon as possible to determine whether the Employee is fit to return to his/her regular duties, or if necessary, to modified work or light duties (see LOU # 2 Re: Light Duty/Modified Work/Accommodation);
- ii) If a second opinion is required, the employee shall authorize his/her Physician to release pertinent information to the Independent medical examiner along with a copy of the Physician's recommendation;
- iii) All correspondence related to the issue at hand from any physician to the Company shall be immediately provided to the employee concerned;

## **ARTICLE 15 - OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT**

### **15.01 Maintenance of Equipment**

It is to the mutual advantage of both the Company and the employee that, employees shall not operate vehicles, which are not in a safe operating condition.

### **15.02 Employee Responsibility**

It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment, which they have operated during that shift, trip, or tour.

### **15.03 Employer Responsibility**

It shall be the obligation of the Company to so inform the employees as to which

supervisor to whom such reports on such equipment will be made in the branch, division or area of operation.

#### **15.04 Instruction to Repair**

It shall be the obligation of the Company to direct the repair as necessary to conform to the safe and efficient operation of that equipment.

#### **15.05 Safety Conditions**

In the event repairs cannot be affected, the equipment will be correctly identified and be kept out of service until repaired, and it shall not be considered a violation of his/her employment when a Company employee refuses to operate such identified equipment.

#### **15.06 Adequate Vision**

In order to provide adequate vision front and rear, the Company shall install heaters, defrosters, and mirrors on all trucks and tractors.

#### **15.07 Steps**

Trucks shall have installed steps or devices to allow reasonable access to the body.

#### **15.08 Truck Accessories**

Where required, all trucks shall be properly equipped with hand trucks, rope and tie downs, etc.

#### **15.09 Clean Facilities**

- a) The Company agrees to maintain adequate clean sanitary washrooms and lunchrooms having hot and cold running water with toilet and shower facilities at its terminals. Lockers will be supplied in terminals and the Company shall not be responsible for contents.
- b) It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

## **15.10 Safety Committee**

- a)
  - i) The Union shall elect one (1) person and an alternate per shift from each of the Drivers, Day Dock Crew, Afternoon Shift Dock Crew, Night Dock Crew Shifts, and Office Staff on to the Safety Committee. The Committee shall meet with the Company once per month. Minutes to be kept and posted by the Company in addition to forwarding to the Workers' Compensation Board, as are required by law.
  - ii) Any time an accident investigation is initiated by the Company; there must be a Union member from the Safety Committee involved at each step of the investigation.
  - iii) The Union will inform the Company in writing of the names of the union members of the Safety Committee.
- b) The Company agrees to pay for eight (8) hours CAW training for each Union member of the Occupational Health and Safety Committee.

## **15.11 First Aid Attendant**

There shall be one qualified first aid person on each shift. Where there is no certified, qualified First Aid Attendant available on any shift, the Company shall select an Employee to train as a certified First Aid attendant and, the training will be paid for by the Company.

## **15.12 First Aid**

- a) The Company will provide first-aid provisions in accordance with the Workers' Compensation Act.
- b) For the purpose of shift selection, training and renewal of certificates for First Aid Attendants seniority shall prevail and the cost of training shall be paid by the Company where the Employee successfully completes the training course taken.
- c) First Aid Attendants shall be selected by seniority on each shift where the Workers Compensation Act requires a First Aid Attendant.
- d) First Aid Attendants shall be paid a one dollar (\$1.00) per hour premium for all hours worked as a First Aid Attendant.

### **15.13 Dangerous Goods**

Any employee physically handling hides, creosoted items, lamp black, ink, acids and ore concentrates in any quantities shall be provided with rubber or leather aprons or smocks and gloves, whichever is appropriate. The onus will be on the employee to claim same.

### **15.14 Union Counselling Program**

- a) The Company recognizes that a Union Counselling Program is to provide services which will assist employees through referral to appropriate agencies to overcome problems such as emotional, financial, drugs, alcohol or otherwise, that may tend to jeopardize his/her continued employment or well being.
- b) Therefore, the Company shall commit its support and encourage the establishment and operation of the Union Counselling Program.
- c) Leave of absence shall be granted without pay to an employee who requires some form of rehabilitative treatment. Such requests shall be made in writing to the Branch Manager and shall be treated in confidence.

### **15.15 Right to Refuse**

- a) The Employer must ensure the adequate direction and instruction of workers in the safe performance of their duties.
- b)
  - i) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
  - ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to sub-clause i) must immediately report the circumstances of the unsafe condition to his or her employer.
  - iii) The manager receiving a report made under sub-clause ii) must immediately investigate the matter and
    - A) ensure that any unsafe condition is remedied without delay, or
    - B) if in his or her opinion the report is not valid, must so inform the person who made the report.

- iv) If the procedure under sub-clause iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer must investigate the matter in the presence of the worker who made the report and in the presence of:
  - A) a worker member of the occupational health and safety committee,
  - B) a worker who is selected by a trade union representing the worker, or
  - C) if there is no occupational health and safety committee, any other reasonably available worker selected by the worker.
- v) If the investigation under sub-clause iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- c) Temporary assignment to alternative work at no loss of pay to the worker until the matter is resolved is deemed not to constitute disciplinary action.
- d) **No Disciplinary Action**

No employee shall be disciplined, penalized or discharged for refusing to work on a job or in any work place or to operate any equipment where he/she justifiably believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable legislation or regulations. There shall be no loss of pay, seniority or benefits during the period of refusal. No employee shall be ordered to work on a job which another worker has refused, until the matter is investigated by the Health and Safety Committee or a regulatory body and deemed safe.

## **ARTICLE 16 - SHIFTS AND SCHEDULING – OFFICE**

### **16.01 Office Staff Scheduling**

- a) The regular work day shall consist of an eight (8) hour workday commencing between the hours of 6:00 AM and 9:00 AM with one-half (1/2) hour unpaid lunch break.

- b) The regular work week will be forty (40) hours per week, Monday to Friday.
- c) There will be two (2) fifteen (15) minute paid coffee breaks, one in the morning and one in the afternoon.
- d) Changes in hours of work will be made with at least one (1) week's advance notice.
- e) Changes to the workweek will only be made in agreement with the Union.
- f) The regular workweek shall consist of five (5) consecutive eight (8) hour days with Saturday and Sunday as regular assigned days off.
- g) In the event an employee, who is not regularly scheduled to work, is called to work, he/she will be paid a minimum of eight (8) hours pay.

#### **16.02 Absence from Work**

An employee is to notify the Company one (1) hour prior to his/her shift start that he/she is unavailable for duty.

#### **16.03 Bargaining Unit Work**

Only persons within the bargaining unit shall perform bargaining unit work except in a case where, for training purposes only, bargaining unit work may be done by non-bargaining unit members. Once such training is complete, any person who is not in the bargaining unit shall not be allowed to perform bargaining unit work.

#### **16.04 Minimum Number of Staff**

There shall be a minimum of five (5) full time forty (40) hours per week, Monday to Friday, office staff positions for Union members.

#### **16.05 Alternate Shifts**

- a) The Company may implement non-day shift shifts provided they are providing at least five (5) Monday to Friday day shift positions as set out in 16.04 above.
- b) The company may schedule shifts of less than eight (8) hours in length, but not less than four (4) hours in length provided they have met the terms and conditions as set out in Articles 16.04 and 16.05 (a).

## **ARTICLE 17 - SHIFTS AND SCHEDULING - DOCK AND DRIVERS**

### **17.01 Scheduling Definitions**

a) Definition of a Regular Work Week and Work Day

i) Regular Work Week

A regular work week shall be defined as five (5) consecutive days, each being eight (8) hours in length.

ii) Regular Work Day

A regular work day shall be defined as eight (8) hours of consecutive work, exclusive of one unpaid meal period of thirty (30) minutes in the middle of an employee's shift, and two (2) paid fifteen (15) minute rest periods, one in the first half of an employee's shift, and, one in the second half of an employee's shift.

b) Definition of a Compressed Work Week and a Compressed Work Day

i) Compressed Work Week

A compressed work week shall be defined as four (4) consecutive days, each being ten (10) hours in length.

ii) Compressed Work Day

A compressed work day shall be defined as ten (10) hours of consecutive work exclusive of one (1) unpaid meal period of thirty (30) minutes in the middle of an employee's shift, and three (3) paid fifteen (15) minute rest periods that are to be spread out evenly throughout the employee's shift.

c) Definition of an Extended Work Week and an Extended Work Day

i) Extended Work Week

An extended work week shall be defined as three (3) consecutive days, each being twelve (12) hours in length.

ii) Extended Work Day

An extended work day shall be defined as twelve (12) hours of consecutive work exclusive of four (4) paid twenty (20) minute rest periods that are to be spread out evenly throughout the employee's shift.

d) **Shift Times**

Shifts Times shall be defined as follows:

- i) **Days:** Any shift that starts between 06:00 hrs. and 13:59 hrs.
- iii) **Afternoons:** Any shift that starts between 14:00 hrs. and 20:59 hrs.
- iii) **Nights:** Any shift that starts between 21:00 hrs. and 05:59 hrs.

**17.02 Construction of Work Schedules**

- a) The Company shall construct weekly work schedules in a manner that efficiently and effectively has all work covered by all employees covered by this collective agreement.
- b) All weekly work schedules shall comply with **Clause 17.01**
- c)
  - i) Employees shall fill out the Shift Preference form (attached as Appendix "A") indicating their scheduling preferences for the following periods:  
  
January 1 to April 30  
May 1 to August 31  
September 1 to December 31
  - ii) Shift preference forms must be submitted a minimum of two (2) weeks prior to the shift commencement date. Employees submitting shift preference sheets late or not at all, shall be scheduled in following with their last submitted preference form.
- d) The Company when filling shifts shall, use the Shift Preference Form in determining what shifts are to be assigned to which employee.
- e) Employees are required to report for all shifts assigned pursuant to the schedule as posted provided that the Company has properly applied the priorities on an Employee's Shift Preference Sheet.
- f) In constructing the weekly work schedules, the Company shall construct as many Day Shifts, in work week blocks as described in Clause 17.01 that include Saturday and Sunday off as possible, before constructing shifts with other start times and days off, keeping in mind the provisions of Clause 17.02 a) above.
- g) Once all full weekly work schedules have been constructed as set out in Clause 17.01, the Company shall then construct weekly work schedules

that combine variations of work shifts and blocks of shifts together to construct as many full work weeks as possible. In constructing the weekly work schedules as set out in (g) herein, the following rules shall apply:

- i) There shall be a minimum of 12 hours between the end of one scheduled shift and the start of the next scheduled shift.
  - ii) The Company shall assemble as many shifts of like start time and finish time as possible, (e.g. 3 days and 2 afternoons or 3 afternoons and 2 graveyards ...etc.)
  - iii) In this case, Employees shall be assigned the work that best fits the priorities as indicated on the employee's Shift Preference Sheet.
- h) Once all full weekly work schedules have been constructed as set out in f) and g) above, the Company shall then construct work week schedules that have less than the required number of days in the work week, as set out in Clause 17.01. In this case, Employees shall be assigned the work that best fits the priorities as indicated on the employee's Shift Preference Sheet.
- i) The Company shall provide the following security:
- i) Notwithstanding the foregoing, the Company shall establish a minimum of twenty (20) Dock Worker Day shifts as set out in the foregoing before establishing additional shifts. (For greater certainty, this Clause compels the Company to establish twenty (20) Dock Worker Day shifts that have Saturday and Sunday off before establishing other shift combinations.)
  - ii) i) above is in full force and effect while Canadian Tire remains a corporate customer of CFF, however, should Canadian Tire end its corporate relationship with CFF, then the number twenty (20) shall be substituted with the number seven (7).

### **17.03 Time Off Between Daily Shifts**

- i) An employee must have a rest period of not less than eight (8) hours between shifts. An employee shall be permitted to bump to another shift and/or work a 6<sup>th</sup> day in the work week so as long as there is eight (8) hours between shifts and the employee is not prevented from returning to his/her next regularly scheduled shift.
- ii) In an emergency situation where a first aid attendant is required and one is not readily available the eight (8) hour requirement may be waived by agreement between the Company and the Chief Shop Steward or his/her

designate.

#### **17.04 Shift Notice**

- a) The start time of an employee's regular shift for the following week shall be posted, or given to him/her no later than every Thursday by 3 PM.
- b) In the event the Employer fails to post or give notice of a schedule change as per a) above by 3 PM each Thursday it shall be presumed that the start time and work days of his/her shift for the following week shall be the same as the current week.
- c) Except where a job has been eliminated, whereby seven (7) calendar days notice is required, and/or in the event of an unavoidable delay as per Clause 17.07 whereby a minimum of three (3) hours notice is required, in the event the Employer changes an employee's following weekly scheduled shift the Employer must give a minimum of seventy - two (72) hours notice. Where seventy - two (72) hours notice has not been given the Company shall pay the affected employee one (1) extra hour's pay per day in lieu of each twenty – four (24) hour period (or portion thereof) of missed notice.
- d) Where an employee is called and reports for work, he/she shall be paid a minimum of eight (8) hours pay.

#### **17.05 Work in More than One (1) Classification**

- a) Where an employee works in more than one (1) classification for four (4) hours or less, that employee shall receive the appropriate rate of pay for the rate assigned to the work for which the employee performed.
- b) Where an employee is assigned to work in more than one classification for more than four (4) hours, that employee shall be paid at the higher rate of pay for the entire shift.

#### **17.06 Scheduling Committee**

- a) The Company and the Union shall establish and maintain a Scheduling Committee. There shall be four (4) members on the Committee; two (2) from the Union and two (2) from Management. The committee shall meet on an as needed basis to deal with problems as they arise.
- b) The terms of reference of the committee shall be to monitor the scheduling process and to ensure that the shifts are scheduled in the most efficient and effective manner, while providing the most preferable and favourable shifts as possible to the employees.

- c) The Committee members shall review and consider suggestions by employees as how to improve weekly work schedules. Further, where schedules have been established, and, complaints that may, or may not form the basis of a grievance by any employee, those complaints shall be reviewed by the committee and solutions to prevent such instances from happening again shall be implemented.
- d) Nothing in this Article is seen to prevent an Employee from filing a grievance should such an Employee feel that he/she has been scheduled improperly.

### **17.07 Cancellation or Change of a Shift Due To Unavoidable Delay**

- a) Employees may have their shift cancelled or changed due to “Unavoidable delay”. When such a shift cancellation occurs, that employee must be advised a minimum of three (3) hours in advance of the start time of the shift. Otherwise that employee shall report to work as scheduled and shall be paid accordingly.
- b)
  - i) Definition of Unavoidable Delay - An unavoidable delay is defined as any occasion whereby the units are not available for the employees to work outside of the Company's control. The cause for same shall be deemed to be a result of a delay by a Rail or Ship Carrier to have the units available for the employees to work. Such delay could be the result of severe weather, labour relations matters with such Rail or Ship Carriers or poor planning on the part of those Carriers, etc.
  - ii) The second source of an unavoidable delay may involve extraordinary events such as severe weather, war, power outages that disable the ability of the Company to perform its duties. Should such a situation occur, the Company is obligated to contact the affected employees within a minimum of three (3) hours of their start time.
- c) In cases where a shift is cancelled or changed as outlined above, and, it is discovered that the shift(s) could have been changed back, those affected employees shall be entitled to file a grievance seeking a remedy. Any agreed to remedy shall be settled between the Union and the Company **through** the grievance procedure.

## **ARTICLE 18 – OVERTIME**

### **18.01 Daily Overtime**

- a) Five (5) Day Work Week
  - i) All time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
  - ii) All work performed after eight (8) hours but less than ten (10) hours shall be paid at time and one half (150% of the regular rate of pay).
  - iii) All work performed after ten (10) hours shall be paid at double time (200% of the regular rate of pay).
  
- b) Four (4) Day Work Week
  - i) All time worked over and above ten (10) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
  - ii) All work performed after ten (10) hours but less than twelve (12) hours shall be paid at time and one half (150% of the regular rate of pay).
  - iii) All work performed after twelve (12) hours shall be paid at double time (200% of the regular rate of pay).
  
- c) Three (3) Day Work Week
  - i) All time worked over and above twelve (12) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
  - ii) All work performed after twelve (12) hours shall be paid at double time (200% of the regular rate of pay).

### **18.02 Overtime Worked on an Assigned Rest Day**

- a) All work performed on an employee's assigned rest day up to eight (8) hours shall be paid at double time (200% of the regular rate of pay).
  
- b) All work performed after eight (8) hours but less than ten (10) hours on an employee's assigned rest day shall be paid at triple time (300% of the regular rate of pay).
  
- c) All work performed after ten (10) hours on an employee's assigned rest

day shall be paid at quadruple time (400% of the regular rate of pay).

### **18.03 Overtime on a Statutory Holiday**

**All overtime hours worked by an employee on a Statutory Holiday shall be paid at double time (200% of the regular rate of pay).**

### **18.04 Maximization of Hours**

The Company shall make every reasonable attempt to ensure that any employees who have not worked a full forty (40) hour work week in any configuration, shall be given additional hours to bring their work week as close to forty (40) hours as possible before other employees who have worked a full forty (40) hour week are assigned overtime. The Shop Steward will have access to employees' time cards for verification.

### **18.05 Overtime Breaks**

Employees who work daily overtime as set out in Clause 18.01 above shall receive additional breaks as set out below;

- a) One (1) paid fifteen (15) minute break **upon completion of the first hour of overtime worked.**
- b) Two (2) paid fifteen (15) minute breaks, one in the first (1st) two (2) hour period, and, a second (2nd) paid fifteen (15) minute break to be taken **upon completion of the second (2nd) hour of overtime worked.**
- c) Where an Employee works more than four (4) hours of overtime in any day, that employee shall receive an additional one half hour (1/2) hour paid lunch break **on top of the two (2) previously mentioned paid fifteen (15) minute breaks stated in a) and b) above. When the Employer knows in advance that more than two (2) hours of overtime is required,** lunch and breaks shall be scheduled at a mutually agreeable time between the Company and the employee taking the efficient operation of the business into consideration.

### **18.06 Overtime Assignment**

- a) Daily Overtime Assignment
  - i) Whenever possible, daily overtime shall be assigned by seniority on a voluntary basis to the most senior employees in the classifications that are required to complete the work.

- ii) However, where the Company reaches the bottom of the seniority list in the required classifications, and does not have enough volunteers to complete the work, the Company shall assign the overtime to the most junior employees and work their way up the seniority list until they have assigned enough employees to complete the work.
- iii) The Company may assign overtime to employees out of seniority where such overtime is assigned for the purpose of completing documentation for not more than fifteen (15) minutes after the completion of their regular shift, but not for handling freight or equipment.

### **18.07 Notice of Overtime**

Employees shall be given one (1) hour's notice of overtime being required. However, the Company will at all times give as much advance notice over and above the one (1) hour, when possible.

### **18.08 Error by the Company**

Where the Company fails to assign overtime pursuant to this article and an employee is negatively affected, the effected employee shall be paid the overtime as though they had worked it.

## **ARTICLE 19 - BANKED OVERTIME**

### **19.01 Banked Overtime**

The Banked Overtime Plan shall work in the following manner:

- a) Where an employee desires to bank their overtime, they shall request in writing that the Company begin an accounting for their overtime hours banked, and they must remain in the Plan for the remainder of the calendar year.
- b) Overtime which is banked, shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. When an employee leaves the Company, all banked hours accumulated during that calendar year shall be paid out in total. Banked overtime will be taken in scheduled increments of eight (8) hour segments.
- c) The Company shall keep a record of all banked overtime, which shall be available for perusal by the employee.

- d) All overtime banked shall be banked at the rate for which it is earned as set out below:
  - i) The following schedule is based on every hour of overtime worked at the applicable rate of pay.

| <b>Overtime Rate</b>            | <b>Overtime Banked</b>              |
|---------------------------------|-------------------------------------|
| Time and one half (150%)        | One and one half (1½) hour banked   |
| Double Time (200%)              | Two (2) hours banked                |
| Double Time and One half (250%) | Two and one half (2 ½) hours banked |
| Triple Time (300%)              | Three (3) hours banked              |
| Quadruple Time (400%)           | Four (4) hours banked               |

**19.02 Requested Time Off**

Banked time off shall be granted in the following manner:

- a) Where an employee gives twenty one (21) days notice to the Employer in writing that they intend to take a day off of banked overtime, that employee shall be granted that day off with pay. The days pay to be paid shall be the normal amount of hours that the employee would have worked as set out in Article 17 of this Collective Agreement.
- b) Where an employee gives less than twenty one (21) days notice, to the employer that they would like a specific day off under this Article, the employer will make every reasonable effort to give that employee the day off. The days pay to be paid shall be the normal amount of hours that the employee would have worked as set out in Article 17 of this Collective Agreement. The granting of this day off under this Clause shall not be withheld unreasonably.
- c) The Company shall grant employees' days off under this Article on a first come first served basis.
- d) The Company shall ensure that there is at least one spot per day available in each classification for employees to avail themselves for days off under this plan. Therefore, where employees who have been granted a day off as set out in a) or b) above, the Company is under no obligation to grant additional days off to other employees except at their discretion.

Note: The parties agree that Clause (d) above is in full force and effect only during non-prime time vacation periods.

However, six (6) months after the ratification of this agreement, the Union and the Company agree to meet to review the absenteeism statistics and, where

there has been a significant drop in absenteeism levels, the Company may then agree to negate this provision after which, Clause (d) will then be in full force and during the entirety of the year, including prime time.

### **19.03 No Requirement to Take Time**

No employee shall be required to take time off that is not mutually agreed upon.

### **19.04 Withdrawal from the Plan**

If an employee chooses to withdraw from the Banked Overtime Plan for the following calendar year, they must do so in writing previous to December 1st of the current calendar year.

### **19.05 No Carry Over**

Employees shall not be entitled to carry over banked overtime hours from one calendar year to the next and will be paid out all unused hours by the 4th payroll of January the following year or that amount may be paid into the employee's pension account, non-taxable pursuant to Clause 14.02 j), k) and l).

### **19.06 Notification**

The Company shall provide all employees who participate in the banked overtime program, an accurate total of the employee's banked hours once each month.

## **ARTICLE 20 - ANNUAL DRIVER BIDS**

### **20.01 Annual Driver Bids**

- a) Once each year, all Drivers in the driving and dock departments may bid to transfer to other departments within their own terminal, providing they have the necessary qualifications and seniority.
- b) The bid shall be held annually beginning in the month of December and will be posted for seven (7) days commencing on the first Monday of December. The bid will show the number of departmental openings and shift starting times. Each driver will be brought into the office in order of seniority to sign the bid, at which time he/she must indicate his/her preference. (eg. **Shunt**, Straight Truck, Single Axel or Tandem Axel). The transfer of drivers will be in effect commencing on the second Sunday in the month of January.

- c) The results of the driver bid will be posted for at least seven (7) days prior to the annual change and the Local Union's area office concerned will be given copies when completed.
- d) Drivers will be brought into the office by seniority. The same procedure shall be used for all starting times. Seniority and qualifications will prevail for each category.
- e) Seniority and qualifications does not allow a person to pick a particular piece of equipment.
- f) All present drivers shall not be required, as a condition of continued employment, to upgrade their driver's license.
- g) An employee bumped out of a department as a result of a bid will move to whatever department his/her seniority and qualifications entitle him/her to.
- h) Personnel transferring pursuant to the forgoing conditions shall assume the positions according to, and, maintaining their terminal seniority.
- i)
  - i) Drivers who have lost their driver's license prior to the time of the annual driver bid, and desire to bid into the driving department, shall be able to do so at the next annual driver bid after they have regained their driver's licence.
  - ii) Any driver having lost their driver's license shall be permitted to move to the bottom of the Dock Department seniority list.
- j) Where a driver loses his/her license through no fault of his/her own, i.e., medical reasons, he/she shall be able to bump onto the dock where his/her seniority entitles him/her to.

## **ARTICLE 21 HEALTH AND WELFARE PLAN**

### **21.01 Health and Welfare Plan**

The following benefits shall be provided during the term of this Agreement. Any discrepancies in regards to the **following benefits shall be resolved through the grievance and arbitration procedures** of the Collective Agreement.

- a) Medical coverage as provided by British Columbia Medical Services Plan or equivalent.
- b) Drivers' medicals when required.

- c) **All other health and welfare benefits shall be in following with The Canadian Health Insurance Plan Services (C.H.I.P.S.).**

**21.02 Employees off Work**

When an employee goes off work due to any illness or injury, lay-off or any other recognized leave as provided for in this agreement (excluding a leave of absence for personal reasons), the Company shall continue to pay his/her health and welfare premiums on the following basis:

- a) Where the employee has no less than one (1) year's employment with the Company, the above noted premiums shall be paid for a period of three (3) months following the last day of the month in which the employee ceased working.
- b) Where the employee has no less than five (5) year's employment with the Company, the above noted premiums shall be paid for a period of up to **nine (9) months** following the last day of the month in which the employee ceased working.
- c) **Where the employee has no less than ten (10) year's employment with the Company, the above noted premiums shall be paid for a period of up to twelve (12) months following the last day of the month in which the employee ceased working.**
- d) **Where an Employee goes off work as provided in this Article but is not eligible for Company paid coverage pursuant to Clause 21.02 a), b) and c) above , the employee shall still be eligible for the benefit coverage provided the employee qualifies for the applicable Plan component(s). The employee shall supply the Company with monthly post-dated cheques for the monthly contribution amount paid on his/her behalf.**

**21.03 Eligibility for Benefit Plans - All employees**

- 1000 Hours Worked - BC Medical
- 4000 Hours Worked - EHB - (80% drug coverage and \$200 vision care only) and L.I. & A.D.D.
- 5000 Hours Worked - Dental Plan – 100% basic; 50% major with a combined max of \$2500/person/calendar year; no ortho.
- 7000 Hours Worked - Pension
- 8000 Hours Worked - Full benefits as per existing coverage along with LTD **(the LTD will be paid 100% by the employee).**

#### **21.04 Benefits to Continue**

Any Employee in receipt of any of the foregoing benefit(s) at the time of the ratification of this collective agreement, shall, continue to receive that benefit regardless of the entitlement as set out in **21.03 above**.

#### **21.05 Office Staff**

- a) For Office Staff hired on or before July 5, 2008 benefits remain as is and continue to be covered by the Company for Weekly indemnity, Life Insurance and A.D. & D. which will be based on an employee's February 28, 2008 rate of pay. Excluding B.C. Medical Services coverage (which is provided directly through the Employer) and the aforementioned benefits in this clause, all other benefits will be covered under the CHIPS plan.
- b) For Office Staff hired after July 5, 2008 all benefits will be covered by C.H.I.P.S., excluding B.C. Medical Services coverage which is provided directly through the Employer.

#### **21.06 Paid for By the Employer**

- a) One hundred percent (100%) of the cost of the above referenced Plans shall be borne by the Company **except as otherwise provided for in this Article.**
- b) **Any contribution increase of 5% or less per year shall be borne by the Company.**
- c) **Increases in excess of the 5% as set out in Clause 21.06 b) above shall be shared equally between the Employee and the Company.**

### **ARTICLE 22 - PENSION PLAN**

#### **22.01 Pension Plan**

- a) The Company shall participate in the CAW Pension Plan, subject to the applicable provisions of the CAW Pension Trust Agreement and shall contribute to the Union's Pension Trust Fund.
- b) All employees shall be covered by the Plan as set out in this agreement.
- c) Employees shall contribute five (5%) of earnings as defined herein, which shall be deducted from their pay by the Company.

- d) The Company shall make a matching contribution of five (5%) percent for each member of the Plan.
- e) For the purposes of this Article, earnings shall be defined as gross earnings.
- f) The total amount shall be remitted monthly to the CAW Pension Trust Fund, c/o the Plan Administrator, not later than the 15th day of the calendar month following deduction. The cheques should be made payable to "Manulife Financial" (CAW Pension Plan)".
- g) The Company shall be provided with a statement (at least annually) of all transactions under the Plan.
- h) The Company shall, at date of hire, provide employees with current information and details of the Pension Plan and an Enrolment Card.

## **ARTICLE 23 – WAGES**

### **23.01 New or Changed Job Classification**

- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto agree to negotiate a rate for the job(s) in question.
- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

### **23.02 Payment**

- a) Employees shall be paid on a **bi-weekly basis**, on Thursday.
- b) The cut off for every payday shall not be longer than five (5) calendar days prior to the payday.
- c) Pay periods shall be calculated from Sundays at 00:01 hrs.
- d) The Company shall provide a detailed summary of each employee's earnings on their pay stub that shall include:
  - i) All wages rates worked by that employee;

- ii) Regular hours worked;
- ii) Overtime hours worked (either time and one half, double time, etc);
- iv) All deductions made on behalf of that employee.

**23.03 Errors and Pay Correction**

When an error occurs in an employee's pay cheque and the amount is the equivalent of one (1) day's pay or more, he/she shall be entitled, to a cheque being issued as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made.

**23.04 Time Cards**

All employees covered by this Agreement shall submit a daily time card to his/her supervisor.

**23.05 Accident During Work**

If an employee, after starting work, meets with a compensable accident which incapacitates him/her from carrying on his/her duties, he/she shall be paid his/her full days wages for the day of his/her injury, providing he/she is not in receipt of compensation from the Workers' Compensation Board for that day.

**23.06 Wage Rates**

| Hours          | March 1/11 | March 1/12 |
|----------------|------------|------------|
|                | \$ .00     | \$ .00     |
| <u>Drivers</u> |            |            |
| Hire           | \$19.34    | \$19.34    |
| 2000           | \$19.86    | \$19.86    |
| 4000           | \$20.48    | \$20.48    |
| 6000           | \$21.00    | \$21.00    |
| 7000           | \$21.73    | \$21.73    |
| 8000           | \$22.25    | \$22.25    |
| 8500           | \$22.87    | \$22.87    |
| 9000           | \$23.50    | \$23.50    |
| 9500           | \$24.12    | \$24.12    |
| 10000          | \$26.00    | \$26.00    |

| Hours       | March 1/11 | March 1/12 |
|-------------|------------|------------|
|             | \$ .00     | \$ .00     |
| <u>Dock</u> |            |            |
| Hire        | \$16.07    | \$16.07    |
| 2000        | \$16.69    | \$16.69    |
| 4000        | \$17.31    | \$17.31    |
| 6000        | \$18.03    | \$18.03    |
| 7000        | \$18.85    | \$18.85    |
| 8000        | \$19.99    | \$19.99    |
| 8500        | \$20.71    | \$20.71    |
| 9000        | \$21.53    | \$21.53    |
| 9500        | \$22.77    | \$22.77    |
| 10000       | \$23.60    | \$23.60    |

| Hours         | March 1/11 | March 1/12 |
|---------------|------------|------------|
|               | \$ .00     | \$ .00     |
| <u>Office</u> |            |            |
| Hire          | \$16.74    | \$16.74    |
| 2000          | \$17.26    | \$17.26    |
| 4000          | \$17.78    | \$17.78    |
| 6000          | \$18.30    | \$18.30    |
| 7000          | \$18.82    | \$18.82    |
| 8000          | \$19.34    | \$19.34    |
| 8500          | \$19.86    | \$19.86    |
| 9000          | \$20.38    | \$20.38    |
| 9500          | \$21.21    | \$21.21    |
| 10000         | \$22.83    | \$22.83    |

All hours worked and all recognized leaves of absence as provided for in this collective agreement, except those as set out in Clauses 14.08 and 14.09 shall be counted for the purposes of this Clause and the Collective Agreement.

For greater certainty, this shall include all hours lost as a result of accepted and recognized Long Term Disability, Short Term Disability and WCB absences.

**Note 1:** All employees hired after the ratification of this agreement shall be paid pursuant to the foregoing schedule.

**Note 2:** All employees hired prior to the ratification of this collective agreement shall be plotted on the foregoing schedule and shall be paid as set out below:

- a) Any employee, after being plotted on the above noted schedule shall be paid at the rate as set out above, or his or her current wage rate, which ever is higher.

- b) Where an employee's current rate of pay is higher than as set out in the foregoing schedule, that employee shall continue to receive his or her current higher rate of pay, plus all percentage wage increases as prescribed below:

**March 1, 2011      \$ .00 - Drivers, Dock & Office**  
**March 1, 2012      \$ .00 - Drivers, Dock & Office**

- c) These employees shall progress through the foregoing schedule and receive the prescribed bumps as therein prescribed. Once an employee's wage catches up to the foregoing schedule, that employee will then be paid pursuant to the schedule.

**Premiums Pay:**

|                 |   |   |
|-----------------|---|---|
| Afternoon Shift | - | \$ .50 cents per hour extra (Effective Sept.1/09)<br>Start time between 14:00 and 18:00 hours |
| Night Shift     | - | \$1.00 per hour extra (Effective Sept.1/09)<br>Start time between 18:01 and 05:59 hours       |
| Sunday Shifts   | - | \$1.00 per hour extra (Effective Sept.1/09)   |
| Saturday Shifts | - | \$1.00 per hour extra   |
| Lead Hands      | - | \$1.50 per hour extra (Effective Sept.1/09)   |

**ARTICLE 24 - GENERAL PROVISIONS**

**24.01 Highest Standard In Effect**

The Union undertakes that no terms which are more advantageous than those contained herein will be extended to any competitor of the Company without the latter's prior knowledge.

**24.02 Parking**

The Company shall provide suitable parking for the employees.

**24.03 Severance Pay**

- a) All employees covered under this Collective Agreement shall be entitled to one (1) week's severance pay for each year of service with the Company

after completion of two (2) years of service with the Company in the event of employment being terminated through a lay-off or retirement if the employees between the ages of 52 and 60. The maximum allowance that any employee shall be entitled to under this article is as follows:

- up to eight (8) weeks severance pay if the employee has less than ten (10) years service,
  - up to fifteen (15) weeks pay for an employee that has more than ten (10) years of service,
  - In any event, the severance pay payable shall be no less than the Provincial Labour Standards Act provides for.
- b) In accordance with the severance pay in Clause 24.03 a), employees wishing to retire prior to age 65 will be paid as follows:

|              |      |
|--------------|------|
| Ages 52 – 60 | 100% |
| Age 61       | 80%  |
| Age 62       | 60%  |
| Age 63       | 40%  |
| Age 64       | 20%  |

#### **24.04 Payment Upon termination**

Except as elsewhere herein provided, upon discharge, the Company shall pay **on the next available pay period**, all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the payday in the week following such quitting.

#### **24.05 Uniforms**

- a) The Company agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniforms shall be furnished and maintained by the Company free of charge. No employee shall be discharged for refusing to wear a uniform that does not bear a Union label. However, the employee must furnish, at his/her own expense, suitable clothing, shoes, gloves and winter weather protective clothing in order to perform his/her job efficiently and safely.
- b) **Employees who have been employed by the Company for one year shall receive a boot allowance of one hundred and twenty dollars (\$120.00) per year, and shall be paid to each employee on his or her anniversary date. As of January 1, 2011 employees must have worked more than five hundred (500) hours in the previous calendar year to qualify for this allowance. Time off work for Jury Duty (14.01), Time off for Tests (14.04), Bereavement Leave (14.05), Approved Time Off (14.09) and Leave for Negotiating Committee (14.12) shall**

**count as hours worked.**

#### **24.06 No Requirement to Purchase**

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

#### **24.07 Dispatcher**

The Dispatcher shall be permitted to perform work outside of his/her own classification and covered under the Collective Agreement when it is necessary providing that he/she does not at any time displace a regular employee.

### **ARTICLE 25 - OWNER OPERATORS**

#### **25.01 Owner Operators**

The Company and the Union agree to negotiate the conditions for owner operators separately and these conditions shall become and remain an "Appendix" of the Collective Agreement.

### **ARTICLE 26 - DURATION OF THE AGREEMENT**

#### **26.01 Duration of the Agreement**

This Agreement shall be effective from March 01, **2011** until February 28, **2013** and thereafter the Agreement shall be in effect from year to year unless written notice of contrary intention together with particulars of all proposed amendments or changes is given by either party to the other party. The notice and particulars required hereunder shall be delivered to the other party within ninety (90) days prior to the expiration of this Agreement in accordance with the provisions of the Mediation Act of the Province of British Columbia. Within fifteen (15) days after receipt of such notice the parties hereto shall begin negotiations unless extension of time is mutually agreed upon.

#### **26.02 No Strike or Lockout During the Term of the Agreement**

It is mutually agreed that there shall be no strike, lockout, or slowdown, whether sympathetic or otherwise, during the term that this agreement shall be in force.

## **ARTICLE 27 - WORKPLACE HARASSMENT**

### **27.01 Company Commitment**

The Parties are committed to the prevention and elimination of harassment in the workplace. The Company, Union and all employees recognize and accept without qualification, that it is to everyone's benefit that all staff feel safe from any kind of harassment in their working environment and that to create an environment free from harassment, work place relations need to be based on mutual respect, dignity, and cooperation. Therefore, the Company will make every effort to ensure that no employee or anyone having a work relationship with any employee is subject to any form of harassment.

### **27.02 All Allegations**

Any allegations of harassment involving employees of CFF will be dealt with through this article.

### **27.03 Confidentiality**

- a) All parties will maintain strict confidence as much as possible so that any complainant feels free to come forward and that the reputations of all individuals involved are protected.
- b) The parties will make every reasonable effort to ensure that the name of the complainant and/or the circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purpose of investigation or disciplinary action.
- c) Confidentiality is not the same as anonymity. If the complainant chooses to pursue the informal complaint resolution or the formal review, he or she must be prepared to be identified so that the respondent is informed of the allegations and has the opportunity to respond.

### **27.04 Workplace harassment is defined as:**

Unacceptable, unwelcome conduct or comment that has the effect of:

- a) causing intimidation, offence or humiliation to any employee, or
- b) undermining the employment relationship, or
- c) being perceived as placing an improper condition on employment, or

- d) being discriminatory under the Human Rights Act.

**27.05 British Columbia Human Rights Act Discrimination is categorized into:**

- a) race,
- b) colour,
- c) ancestry,
- d) place of origin,
- e) religion,
- f) marital status,
- g) family status,
- h) physical or mental disability,
- i) sex,
- j) sexual orientation,
- k) age,
- l) political belief,
- m) conviction for a criminal charge unrelated to company employment.

**27.06 How, Where and When**

Harassment may occur during one incident or over a series of related or unrelated incidents. Harassment may take place at work or away from work between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

**27.07 Also May Include**

Harassment can include, although not limited to, the following acts and/or behaviours:

- a) verbal or physical abuse;
- b) derogatory remarks;
- c) display of pornographic or offensive materials;
- d) unwelcome invitations or requests;
- e) innuendoes or taunts about a person's body or beliefs;
- f) unnecessary physical contact;
- g) threats;
- h) leering;
- i) outright physical assault;
- j) intimidation;
- k) practical jokes that cause awkwardness or embarrassment;
- l) retaliation against an individual who has filed a complaint of harassment.

**27.08 Forms of Harassment**

Harassment may take, although not limited to, the following forms:

- a) sexual harassment;
- b) personal harassment;
- c) place of origin/racial/ethnic/colour harassment;
- d) physical/mental disability harassment;
- e) religious harassment;
- f) age harassment;
- g) marital/family harassment;
- h) sexual orientation harassment.

### **27.09 Perception**

An action or behaviour can become harassment if the receiver perceives it as such, regardless of the intentions of the initiator.

### **27.10 Sexual Harassment**

Sexual harassment can include, although not limited to, the following actions or behaviours;

- a) sexual advances,
- b) request for sexual favours,
- c) other verbal or physical contact,

by a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

### **27.11 Improper Conditions**

Improper condition on employment is when the comment or conduct:

- a) is accompanied by a reward, or the express or implied promise of a reward for the compliance, or
- b) is accompanied by reprisal, or the express or implied threat of reprisal, for refusal to comply, or
- c) is accompanied by the actual denial or threat of denial of opportunity for refusal to comply, or
- d) has the effect of creating an intimidating, hostile or offensive environment.

### **27.12 Workplace Harassment Advisors**

- (a) CFF and CAW Local 114 agree to appoint two (2) individuals to serve as

Workplace Harassment Advisors. These individuals will receive company-funded training on:

- i) the issue of harassment;
  - ii) harassment policy and procedures;
  - iii) their role as harassment advisors.
- (b) The role of these advisors is to:
- i) be neutral and non-advocacy in nature;
  - ii) advise and support, at each stage of the process, employees involved in harassment;
  - iii) provide advice to all employees on harassment issues;
  - v) provide information on counselling available to individuals involved in harassment;
  - vi) provide regular status reports, including statistical data on complaints.

### **27.13 Complaint and Investigation Procedure**

- (a) The complaint and investigation procedure is not intended to be restrictive in any way. In addition to this procedure, bargaining unit employees have the right, at any time, to seek the assistance and/or involvement of a union representative and to pursue existing grievance procedures. In the event that a grievance is filed, the grievance will start at a stage agreed to by the parties.
- (b) This procedure is not intended to preclude any other existing recourse that may be available to an employee.
- (c) The complaint process, once initiated, will be expedited as quickly as possible.

### **27.14 Guidelines to Complainants**

- (a) Employees who believe that they have been harassed are encouraged to talk to whomever they feel comfortable talking to, including any one of the Harassment Advisors, Shop Stewards, Managers or Co-workers. They should then be encouraged to discuss their concerns with one of the Harassment Advisors. The Advisors have been trained to offer advice,

assistance and support on how to deal with harassment concerns.

- (b) Complainants are encouraged to make known to the alleged respondents(s) that their conduct is unwelcome and that it should cease immediately. If this is not successful in stopping the behaviour, the complainants should continue through the process.
- (c) If the complainants feel uncomfortable or unsafe in approaching the alleged respondent directly this step may be skipped.

### **27.15 Informal Complaint Process**

- (a) At any stage of the complaint process, the complainant, respondent and any witnesses may be accompanied by a representative.
- (b) The complainant, with the advice of the Workplace Harassment Advisor, will determine the best course of action. Some options are to:
  - i) discuss the concern directly with the respondent;
  - ii) discuss the concern directly with the respondent with the assistance of the Advisor;
  - iii) request that an Advisor meet with the respondent and discuss the complaint;
  - iv) request that a third party be appointed to assist in the complaint;
  - v) request a formal review;
  - vi) initiate a grievance.
- (c) If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the company, will be given to the complainant and respondent only.
- (d) If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

### **27.16 Third Party Involvement**

A request for third party involvement must be submitted in writing to the company manager. The neutral role of the third party is to help the complainant and respondent themselves come to an agreement, or to investigate and submit a

report including recommendations, not to advocate a position or impose a decision.

### **27.17 Formal Review**

A request for a formal review must be submitted in writing to the company manager. If a request for a formal review is received that involves a bargaining unit member(s) designated representatives of the bargaining unit will be advised in writing. Once a formal review is requested the company manager will investigate and submit a report including recommendations to the company president. The company manager will interview the complainant, respondent and any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case. Each party will be advised of their right to representation at any stage of the process. The report resulting from the formal review will be submitted by the company manager, with recommended resolutions to the company president. The company manager will advise the complainant and the respondent of the final resolution.

### **27.18 Formal Review Resolution**

If, after an investigation and formal review, it is determined that an employee has committed an act of harassment, the company manager, in consultation with the company president, will implement appropriate action, which may include education intended to change behaviour and eliminate harassment, and/or discipline, up to and including discharge.

### **27.19 Appeal Procedure**

Bargaining unit members who wish to appeal discipline will do so through their relevant grievance procedures. Non-bargaining unit members who wish to appeal will do so through a neutral third party.

### **27.20 Record of Complaints**

If informal or anonymous complaints are received, only statistical information required by the company manager will be retained.

### **27.21 Vexatious Complaints**

If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this policy.

## **27.22 Retaliation**

Retaliation against an individual who has been involved in a complaint of harassment will be considered a form of harassment and will be dealt with in accordance with this article.

## **ARTICLE 28 - PAID EDUCATION LEAVE**

### **28.01 Paid Education Leave**

- a) The Company agrees to pay into a special fund four cents (\$.04) per hour per employee for all compensated hours for the purpose of providing paid education leave. (This will increase to four and one-half cents (\$.045) as of March 1, 2010). Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund  
205 Placer Court  
Toronto, Ontario M2H 3H9

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

## **ARTICLE 29 - LOCAL UNION OH&S AND WCB PROGRAM TRAINING FUND**

### **29.01 Local Union OH&S and WCB Program and Training Fund**

The Company agrees to pay into a special fund three cents (\$.03) per hour per employee for all compensated hours for the purpose of providing paid local education and administration. (This will increase to three and one-half cents (\$.035) as of March 1, 2010). The purpose for this fund is to provide local training to activists in the Union, to assist in the administration of the collective agreement and provide funds especially for CFF activists to carry out CFF related business as it relates to the CAW. Payments shall be made monthly and forwarded to the Local Union Secretary Treasurer with the cheque is made payable to CAW Local 114 Administration fund and forwarded to:

CAW Local 114  
326 - 12th Street  
New Westminster, BC  
V3M 4H6

## **ARTICLE 30 - SOCIAL JUSTICE FUND**

### **30.01 Social Justice Fund**

- a) The Company and the Union agree to establish the CAW Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- b) Subject to the following conditions, the Company will make quarterly contributions to such a fund equal two cents (\$.02) for each straight time hour worked. (This will increase to two and one-half cents (\$.025) as of March 1, 2010). All contribution cheques shall be made out to CAW Social Justice Fund and forwarded to:

CAW Social Justice Fund  
205 Placer Court  
Toronto, ON M2H 3H9

- c) The Company will make these quarterly payments provided that:
  - i) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
  - ii) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
  - iii) The Union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
  - iv) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
  - v) The objects, by-laws and resolutions of this non-profit corporation

should limit it to making the following types of financial contributions:

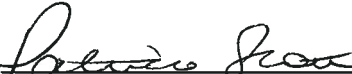
- A) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
- B) Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions.
- C) Contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions.
- D) Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

The Parties agree to this Collective Agreement on this 2<sup>nd</sup> day of September in the City of New Westminster, BC.

FOR THE COMPANY:

  
\_\_\_\_\_  
Scott Arnsdorf  
CFF Manager

  
\_\_\_\_\_  
Kevin Hankinson  
Western VP, CFF

  
\_\_\_\_\_  
Pat Scott  
CFF Vice President, Human Resources

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FOR THE UNION:

  
\_\_\_\_\_  
Trent Romanow  
Chief Shop Steward, CAW-CFF

  
\_\_\_\_\_  
Rob Shaw  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Carla Warner  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Grant Drysdale  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Mark Mistic  
Service Representative, CAW Local 114

  
\_\_\_\_\_  
Kevin Hancock  
National Representative, CAW Canada

**LETTER OF UNDERSTANDING #1**

Between

CONSOLIDATED FASTFRATE INC.  
(Hereinafter referred to as "the Company")

And

The NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION (CAW-CANADA) LOCAL 114  
(Hereinafter referred to as "the Union")

**RE: TEN (10) HOUR SHIFTS (Language and Hours Clarification)**

This Letter of Understanding is to clarify some language and hours that are already in the Collective Agreement, but cover eight (8) hour shift workers.

- a) Attendance Bank: Ten (10) hours per month to a maximum of eighty (80) hours, with the first day being paid out at one hundred percent (100%).
- b) Floater Stat: This is a paid day off, so when it comes to one of the ten (10) hour employees it's a ten (10) hour paid day off.
- c) Banked Overtime: For ten (10) hour shift employees only, it will be at ten (10) hour withdrawal increments.

Agreed to this 2nd day of September, 2011 in the City of New Westminister, BC.

FOR THE COMPANY:

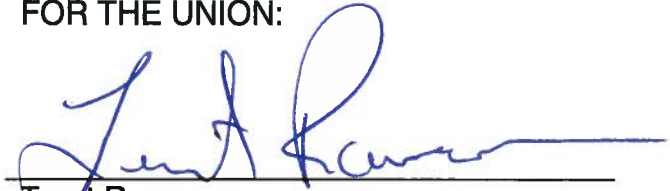
  
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Scott Arnsdott  
CFF Manager

  
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Kevin Hankinson  
Western VP, CFF


  
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Pat Scott  
CFF Vice President, Human Resources

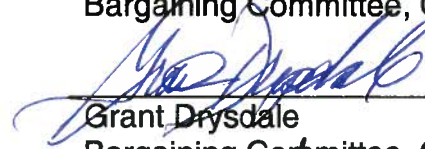
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FOR THE UNION:

  
\_\_\_\_\_  
Trent Romanow  
Chief Shop Steward, CAW-CFF

  
\_\_\_\_\_  
Rob Shaw  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Carla Warner  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Grant Drysdale  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Mark Mistic  
Service Representative, CAW Local 114

  
\_\_\_\_\_  
Kevin Hancock  
National Representative, CAW Canada

## **LETTER OF UNDERSTANDING #2**

Between  
CONSOLIDATED FASTFRATE INC.  
(Hereinafter referred to as "the Company")

And

The NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION (CAW-CANADA) LOCAL 114  
(Hereinafter referred to as "the Union")

### **RE: LIGHT DUTY/MODIFIED WORK/ACCOMMODATION LANGUAGE**

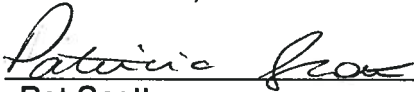
- a) The Union must be made aware of all current light duty, modified work or accommodation situations.
- b) The Union shall be involved in negotiating all light duty, modified work and accommodation arrangements.
- c) All light duty, modified, or accommodation arrangements will have an individually agreed upon mandatory review period.
- d) No person on light duty, modified work or accommodation shall displace any person or work hours that their seniority would not allow them to under normal circumstances.
- e) No arrangements under this section shall be used to abrogate a worker's right to WCB, weekly indemnity, long-term disability, or any other benefit.
- f) The Company shall provide the Union with a list of all ongoing light duty and modified work positions.
- g) Should either Party request a modified work program, a light duties program, or a medical accommodation due to disability, the Company may, at its own expense, require periodic medical information verifying the physical condition, duration, suitability and/or limitations of the employee.

Agreed to this <sup>2<sup>nd</sup></sup> day of September, 2011 in the City of New Westminster, BC.

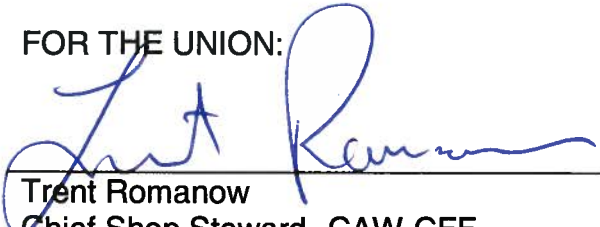
FOR THE COMPANY:

  
\_\_\_\_\_  
Scott Arnsdorf  
CFF Manager

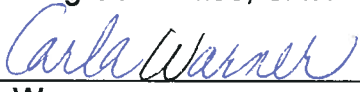
  
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Pat Scott  
CFF Vice President, Human Resources

FOR THE UNION:

  
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Chief Shop Steward, CAW-CFF

  
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Grant Drysdale  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Mark Misic  
Service Representative, CAW Local 114

  
\_\_\_\_\_  
Kevin Hancock  
National Representative, CAW Canada

### **LETTER OF UNDERSTANDING #3**

Between:

CONSOLIDATED FASTFRATE INC.

And:

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA), LOCAL 114

#### **RE: CODE OF CONDUCT (INFORMAL COMPLAINT PROCESS)**

- a) The Parties agree to promote a workplace in which relationships are based on dignity and mutual respect, and as such, employees can expect to be free from objectionable or abusive behaviour from other employees or any other person, regardless of their position or title,.
- b) The Parties agree personal conflict will be addressed immediately and if possible resolved on an informal basis, through this Code of Conduct process which is outside and separate of the grievance procedure. It will be at the complainants discretion as to whether this informal process is utilized or if it is addressed through the grievance procedure.
- c) To this end, the Parties agree separately and collectively that where employees of CFF are experiencing conflict, Code of Conduct committee members may be used to assist them in resolving such conflict.
- d) The Union and the Company will appoint or elect up to four (4) members each, on every occasion that the Code of Conduct Committee is required to meet. The Code of Conduct Committee will oversee the resolution meeting(s) and help promote an amicable resolution suitable to the Parties involved.
- e) Subject to operational requirements and prior authorization, Committee members may arrange to meet with employees during scheduled work time, at no loss of pay to any of the participants. No wages will be paid for meetings that need to be held outside of working hours.
- f) Discussions between the Committee members and the employees involved in a conflict will be maintained in confidence. It is further agreed that any resolve that results from this informal process will not constitute discipline nor will it preclude a separate grievance investigation or disciplinary action for just and reasonable cause. The Parties agree that the Code of Conduct does not supersede any provision of the applicable


collective agreement nor will it be used as part of an investigation or findings related to matters covered under the Human Rights Code of British Columbia.

- g) The Code of Conduct committee members will complete a report on the meeting(s) stating whether or not a resolution was reached, and if so, what the resolution is. A copy of the completed report will be forwarded to the Human Resource Manager and the Union Representative.
- h) At the conclusion of this step, the complaint, if unresolved, may, at the complainant's discretion, be progressed through the grievance procedure for resolution.
- i) This process is not to be used as a method of retaliation or used for false accusations. If either is deemed to have occurred the complainant may be subject to discipline.

Agreed to this 2<sup>nd</sup> day of September, 2011 in the City of New Westminster, BC.

FOR THE COMPANY:

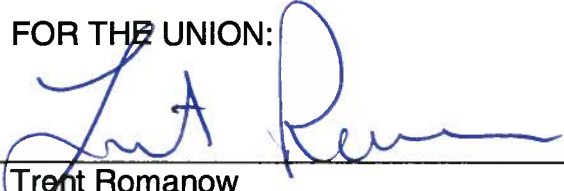
  
\_\_\_\_\_  
Scott Arnsdorf  
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Pat Scott  
CFF Vice President, Human Resources

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FOR THE UNION:

  
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Grant Drysdale  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Mark Mistic  
Service Representative, CAW Local 114

  
\_\_\_\_\_  
Kevin Hancock  
National Representative, CAW Canada

## **LETTER OF UNDERSTANDING #4**

Between:

CONSOLIDATED FASTFRATE INC.

And:

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA), LOCAL 114

### **RE: Casual Employees**

- a) A casual employee is a person who is hired on an ad hoc basis to cover for employees on short notice, day to day absences, short term emergency help and/or temporary high volume work load relief.
- b) The employment of any casual employee will not result in the lay-off or reduction in regularly scheduled hours to a regular employee. On every work day and every scheduled work week all available regular employees must be working prior to any casuals being utilized.
- c) The Employer shall be limited to a maximum of ten (10) casual employees per shift per day.
- d) Casual employees shall not accrue seniority but shall be scheduled amongst other casual employees by their date of hire.
- e) A casual employee reclassified as a regular employee without a break in employment will have his/her seniority back-dated one (1) day for each shift worked as a casual employee. A break of thirty (30) calendar days or less will not be considered a break in employment.
- f) When a casual employee becomes a regular employee his/her vacation entitlement will commence as of her seniority date.
- g) A casual employee will be entitled to vacation pay at the rate of four percent (4%) of gross earnings every pay period.
- h) Casuals will receive a minimum of eight (8) hours pay per shift
- i) The rate of pay for casuals shall be pursuant to **Clause 23.06** of the Collective Agreement.
- j) The Parties agree to meet every four (4) months to review the utilization of

casual staff to determine if additional regular position(s) should be created. If the Parties cannot mutually agree on a resolution either Party has the right to proceed to arbitration for a resolve.

- k) A casual employee shall join the Union and pay Union dues. Should the employee not have earnings for the pay period when dues are normally deducted those dues will be deducted from the next available pay.
- l) Article 12 (Annual Vacation), Article 14 (Leaves of Absence), Article 19 (Banked Overtime), Article 21 (Health and Welfare) and Article 22 (Pension Plan) will not apply to casual employees. Except as otherwise stated in this LOU or in the Collective Agreement, all other terms of the Collective Agreement shall apply.
- m) Casual employees must make themselves available for work for a minimum of one shift per week, which shift(s) will be indicated on the bid form, and must report for work as scheduled when scheduled for work on their available shift(s).
- n) If a casual employee has not been scheduled to work on his/her available shift(s), and is called in for work on any of those available shift(s), the casual employee may refuse the call in, but if the casual employee refuses four call-ins to work on his/her available shift(s) within any 30-day period, the employee will lose his/her departmental seniority date, and a new departmental seniority date would be established as of the next shift worked.
- o) Casual employees have the right to refuse without penalty any work offered on shifts other than on their available shift(s).

Agreed to this 2nd day of September, 2011 in the City of New Westminister, BC.

FOR THE COMPANY:

  
\_\_\_\_\_  
Scott Arnsdorf  
CFF Manager

  
\_\_\_\_\_  
Kevin Hankinson  
Western VP, CFF


  
\_\_\_\_\_  
Pat Scott  
CFF Vice President, Human Resources

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
Trent Romanow  
Chief Shop Steward, CAW-CFF

  
\_\_\_\_\_  
Rob Shaw  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Carla Warner  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Grant Drysdale  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Mark Mistic  
Service Representative, CAW Local 114

  
\_\_\_\_\_  
Kevin Hancock  
National Representative, CAW Canada

**LETTER OF UNDERSTANDING #5**

**Between:**

**CONSOLIDATED FASTFRATE INC.**

**And:**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA), LOCAL 114**

**(WITHOUT PREJUDICE OR PRECEDENT)**

**RE: TEMPORARY HELP**

**The Parties agree that the effective and efficient service to customers is of primary importance therefore the Parties agree to the use of temporary help on the following terms:**

**When regular and casual employees are unavailable for work the Company may use agency, temporary or other third party labour prior to scheduling overtime work.**

**The Employer agrees that when employing agency, temporary or other third party labour, it is not their intent to erode bargaining unit work and that there will be no reduction of available hours of work for regular or casual employees due the use of temporary help.**

**The parties shall meet on a quarterly basis to discuss any concerns the Union may have in general with the use of temporary help and as to whether or not there is a continuing need for their use.**

**The Company will have a representative of the Union present when regular and casual employees are called to report to work and will notify the Union when temporary help will be scheduled. The union will also be provided with the number of temporary help being used along with all hours worked by them.**

**It is agreed that the Union may, with reasonable justification and after a minimum of six months of this L.O.U. being in force, cancel this L.O.U. at any time thereafter, upon 30 days written notice.**

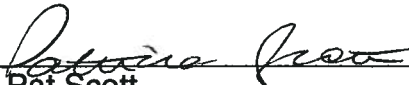
**This L.O.U. will expire as of February 28, 2013.**

Agreed to this 2<sup>nd</sup> day of September 2011 in the City of New Westminster, BC.

FOR THE COMPANY:

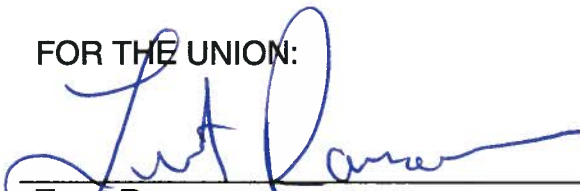
  
\_\_\_\_\_  
Scott Arnsdorf  
CFF Manager


  
\_\_\_\_\_  
Kevin Hankinson  
Western VP, CFF

  
\_\_\_\_\_  
Pat Scott  
CFF Vice President, Human Resources

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


FOR THE UNION:


  
\_\_\_\_\_  
Trent Romanow  
Chief Shop Steward, CAW-CFF

  
\_\_\_\_\_  
Rob Shaw  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Carla Warner  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Grant Drysdale  
Bargaining Committee, CAW

  
\_\_\_\_\_  
Mark Mistic  
Service Representative, CAW Local 114

  
\_\_\_\_\_  
Kevin Hancock  
National Representative, CAW Canada

**LETTER OF UNDERSTANDING #6**

**Between:**

**CONSOLIDATED FASTFRATE INC.**

**And:**

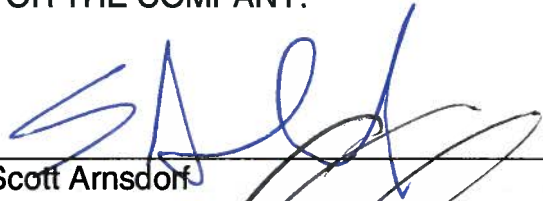
**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA), LOCAL 114**

**RE: ARTICLE 21 - HEALTH AND WELFARE PLAN**

**INTENT**

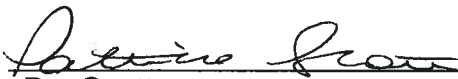
- (a) It is agreed that all Canadian Health Insurance Plan Services (C.H.I.P.S.) contributions made by the Employer will be frozen from March 1, 2011 up to and including February 28, 2013. In other words:
- i) \$105.82 will be the maximum contribution cost/employee/month for employees with 4000 hours or more; \$228.22 will be the maximum contribution cost/employee/month for employees with 5000 hours or more; and \$450.00 will be the maximum contribution cost/employee/month for employees with 8000 hours or more.
  - ii) \$357.61 will be the maximum contribution cost/employee/month for office employees hired prior to July 5, 2008 with 8000 hours or more. For office employees hired after July 5, 2008 their premiums will mirror those amounts listed in (a) i) above.
- (b) Seeing that the Union has agreed to freeze the Employer's C.H.I.P.S. contributions for the duration of this Agreement, it shall also consider amending the benefit coverage to keep costs down and in general make the Plan more sustainable. In the absence of any cost saving measure(s) being implemented the employees shall be responsible for 100% of any increase in benefit costs that may occur between the date of ratification and midnight February 28, 2013.
- (c) Clauses 21.06 (b) and (c) shall not apply between the date of ratification and midnight February 28, 2013, but will apply to contribution increases made thereafter. The first contribution increase subsequent to February 28, 2013 shall be calculated on top of the contribution amounts stated in (a) above.

FOR THE COMPANY:



Scott Arnsdorf  
CFF Manager

Kevin Hankinson  
Western VP, CFF



Pat Scott  
CFF Vice President, Human Resources

FOR THE UNION:



Trent Romanow  
Chief Shop Steward, CAW-CFF



Rob Shaw  
Bargaining Committee, CAW



Carla Warner  
Bargaining Committee, CAW



Grant Drysdale  
Bargaining Committee, CAW



Mark Misic  
Service Representative, CAW Local 114



Kevin Hancock  
National Representative, CAW Canada

**APPENDIX "A"**

**SHIFT PREFERENCE SHEET  
(Bid valid for 6 months)**

Name: \_\_\_\_\_

Clock #: \_\_\_\_\_

Date: \_\_\_\_\_

**Building Location:**

LTL Priority # \_\_\_\_\_

Transload Priority # \_\_\_\_\_

**Shift:**

Day Shift: Priority # \_\_\_\_\_

Afternoon Shift: Priority # \_\_\_\_\_

Night Shift: Priority # \_\_\_\_\_

**Work Week:**

5 Day Week (5 X 8's) Priority # \_\_\_\_\_

***Days Off:***

S-S Priority # \_\_\_\_\_

F-S Priority # \_\_\_\_\_

4 Day Week (4 X 10's) Priority # \_\_\_\_\_

***Days Off:***

**SSM**

**SMT**

**MTW**

**TWT**

**WTF**

**TFS**

**FSS**

\_\_\_\_\_  
Priority #  
#

\_\_\_\_\_  
Priority #

\_\_\_\_\_  
Priority #

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Priority #

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Priority #

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Priority #

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Priority