



## **Collective Agreement**

**Between**

**TFORCE FINAL MILE INC.  
Vancouver Island & BC Interior**

**and**

**THE CANADIAN UNION OF POSTAL WORKERS**

**February 17, 2018 – February 28, 2022**

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# Article 1

## *Purpose of Agreement*

**1.01** The purpose of this Collective Agreement between the Canadian Union of Postal Workers hereinafter referred to as “the Union” and TForce Final Mile Inc. hereinafter referred to as “the Company” is to establish and maintain rates of remuneration, hours of work and other working conditions, and to provide appropriate procedures for the resolution of grievances and problems arising during the term of the Collective Agreement.

# Article 2

## *Definitions*

**2.01** “Owner operator” means commissioned drivers who own their own vehicles. “Employees” means walkers, bikers and warehouse workers.

**2.02** “Union Representative” shall mean an employee/owner operator appointed or elected by the Union to act as an authorized representative of the Union or any other authorized representative of the Union.

**2.03** “Company Representative” shall mean a person designated as such by the Company for the purposes required under this Agreement

**2.04** “Agreement” means the Collective Agreement herein except as otherwise specifically specified.

**2.05** “Various calls” means deliveries to multiple addresses from 1 scheduled pick-up

**2.06** “Meeting” means any meeting between a Union Representative(s) or Union Member(s) and a Company Representative(s) for a purpose described in this Agreement.

**2.07** “Engagement” means the date the Owner Operator Agreement is signed by the parties and the individual is activated for dispatch.

**2.08** “Realignment” shall mean when a singular posting is altered.

“Reconfiguration of Routes” shall mean when work is redistributed amongst more than one posting.

## **Article 3**

### ***Recognition***

#### **3.01 Sole and Exclusive Bargaining Agent**

The Company recognizes that the Union is the sole and exclusive bargaining agent for all employee/owner operators covered under the bargaining certificate issued to the Union.

#### **3.02 Consultation and Discussion**

In view of this recognition and in accordance with structures provided for in this Collective Agreement, the parties agree to discuss and consult each other on all matters pertaining to their working relationship.

#### **3.03 Full Force and Effect**

All matters covered under the provisions of this Collective Agreement shall have full force and effect on the company and the bargaining units.

#### **3.04 Owner Operator Contract**

It is understood that every Owner Operator engaged by the Company shall enter into an Owner Operator Contract for Retention of Services marked as Appendix "A".

## **Article 4**

### ***Discrimination***

**4.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee / owner operator by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offense for which a pardon has been received, or membership or activity in the Union.

#### **4.02 Common-Law Spouse**

For the purpose of this Collective Agreement and the benefits it provides for, including insurance plans, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee / owner operator has lived with a person, represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse, and the word, "spouse" includes a "common-law spouse."

## Article 5

### *Union Dues*

#### 5.01 Compulsory Check-Off

- (a) The Company shall, as a condition of work, deduct from the monthly earnings of all the members in the bargaining unit, the ordinary membership dues of the Union. This shall be done on the 1<sup>st</sup> pay / settlement cheque of the month. The Company shall then remit such monies deducted, along with a list of these employees / owner operators and their Social Insurance numbers to the National Office of the C.U.P.W. no later than the 20<sup>th</sup> day of the following month upon which such monies were deducted. The company shall show the yearly dues deducted on employee / owner operator statements of earnings.
- (b) The Company shall not levy a charge upon the Union or its members for rendering this service.
- (c) Subject to the provisions of this Article, the Company shall also deduct, as Union dues, a special levy ordered by the Union, not more than once a year, provided that this levy is uniform and is payable by all the members of the bargaining unit. This special levy shall, at the request of the Union, be deducted over a period of more than one (1) month.

#### 5.02 Setting of Dues

The Union shall inform the Company in writing of the authorized membership dues to be checked off.

#### 5.03 Dues Begin Immediately

For the purpose of dues deductions from pay / settlement cheques for each employee / owner operator in respect of each month will start at the **end of the** first month of employment/engagement to the extent that earnings are available. Where an employee / owner operator does not have sufficient earnings in respect of any month to permit deductions, the Company shall not be obliged to make such deductions from subsequent pay / settlement cheques.

#### 5.04 Remit Dues the Next Month

The amount deducted shall be remitted to the Union by cheque on the 20<sup>th</sup> day of the month following the month in which the deductions were made and shall be accompanied by particulars identifying each employee / owner operator and the deductions made on his / her behalf.

#### 5.05 Company's Liability on Check-Off

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article, except for an error committed by the Company in the amount of dues deducted; however,

- (a) Where such error results in the employee / owner operator being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;
- (b) Where such an error results in an over deduction of dues and the money has not been remitted to the Union, the Company shall reimburse the employee / owner operator in the amount of the over deduction. Such over deduction shall be reimbursed under normal circumstances in the month following the month in which the over deduction and the failure to remit the dues to the Union are verified.

#### 5.06 Additional Information

The Company agrees to provide the Union with all necessary supplementary information in order that the bargaining agent may adequately verify the check-off of Union dues for all employee / owner operators belonging to the bargaining unit.

The Company will provide the Union with all available information related to Union dues.

#### 5.07 (a) Compulsory Membership

Every employee / owner operator who is covered by this agreement now or hereafter, shall make application for Union membership and maintain Union membership as a condition of employment/engagement.

#### (b) Employee / Owner Operators

- i) The Company agrees to acquaint new employee / owner operators with the fact that a Collective Agreement is in effect and provide them with a current Collective Agreement. On the first day of work **or engagement**, the designated company representative shall provide new employees' / owner-operators' with a copy of the collective agreement and advise them of the Officers/Shop Stewards of the Union.
- ii) The Company agrees to provide all employees / owner operators with a copy of the Collective Agreement **electronically or printed upon request**, within 90 days of the **printing** of any new Collective Agreement.
- iii) During the first week of work of new employees / owner-operators, the Steward or his/her alternate shall be allowed during the hours of work a period of

fifteen (15) minutes to confer with them. It is understood that the time spent for meeting new employees / owner operators shall be considered as time worked for the Steward.

#### **5.08 Information Essential to the Union**

The Company shall provide the Union with written copies of procedures, rules and regulations that affect working conditions or conditions of employment of employees / owner operators in the bargaining unit.

#### **5.09 Notification of the Union**

Whenever one of the events described in Appendix "B" occurs, the Company agrees to provide, without delay but within fifteen (15) calendar days, the national and local Union with a copy of the form duly completed.

### **Article 6**

#### ***No Strike or Lock-Out***

**6.01** For the duration of this Agreement, the Union agrees that there will be no strike and if such action is taken by the employee / owner operators, the Officers of the Union shall instruct the employee / owner operators to return to service. The Company agrees that there will be no lockout of employee / owner operators during the duration of the Agreement.

### **Article 7**

#### ***Union Rights***

#### **7.01 Union Access**

An authorized representative of the Union shall have access to the employee / owner operators on company premises only for the purpose of conducting Union Business provided prior permission to do so has been granted by the Company manager and such permission shall not be unreasonably denied.

#### **7.02 Bulletin Board**

The Company shall provide a bulletin board for posting of Union notices and communications which must be signed by a representative of the Union. The bulletin board will not be located in any place where the general public has access.



### 7.03 Membership

It is agreed that all employees / owner operators hired/engaged by the Company for the purposes of bargaining unit work become members of the Canadian Union of Postal Workers, **during the first week of employment**, and shall as a condition of employment / engagement, remain members in good standing of the Union.

### 7.04 Union Communication

The Company agrees to provide pager communication time upon the request of an authorized representative of the Union for the purpose of informing bargaining unit members of Union meetings, provided prior permission to do so has been granted by the company manager and such permission shall not be unreasonably denied.

## Article 8

### *Company Rights in Respect to Employees / Owner Operators*

**8.01** The Company's rights in respect of all employee / owner operators shall be those rights expressly set forth in this Agreement.

**8.02** Except as it is specifically limited by the terms of this Agreement, the Company has the right, power and authority to enter into any contract with customers present or future, as it sees fit from time to time.

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

- (a) Increase and decrease the workforce;
- (b) Maintain order and discipline;
- (c) In the case of the Owner Operators, engage, modify, transfer, suspend or cancel the Owner Operators contract showing just cause;

In the case of Employees, hire, discharge, transfer, classify, promote, layoff, suspend or otherwise discipline Employees showing just cause.

- (d) Establish and enforce procedures, rules and regulations **that do not violate the terms** of the Collective Agreement.
- (e) Enter into any contract and / or establish any rates with its customers, both present and future, as it deems appropriate.
- (f) Generally to manage and operate the Company.

- 8.04** Each employee / owner operator will perform delivery services for customers faithfully and in a good and responsible manner and within the rules, which the Company may make from time to time to fulfill specific customers' needs.
- 8.05** The Union shall not be liable for any breach by an employee / owner operator pursuant to this Agreement unless the Union instructs or induces such employee / owner operator to breach the Agreement.
- 8.06** Where by virtue of a contract with a customer the terms of which are such that the implementation thereof would result in the breach of any one of the terms of this Agreement and no employee / owner operator is willing to carry out such service after having been requested to do so, then regardless of any other provision of this Agreement, the Company shall:
- (a)** Be entitled to engage a replacement for the purpose of carrying out such services and;
  - (b)** Or by virtue of a contract with a customer in which the work involved is subjected to the normal bid process, and / or materially different from the normal services usually provided by an employee / owner operator, and no existing owner operator has bid on the work, the Company can outsource the work to a party other than those involved in the Collective Agreement. In such circumstances the Union is to be given twenty-four (24) hours written notice-providing particulars of such customers' and drivers contracts (excluding Saturday and Sunday from such time calculation). The Union shall within said time give its written approval or disapproval, same not to be unreasonably withheld; and further provided that if it is not timely or practical to obtain the written consent of the Union then no notice shall be required to be given as above set forth but the Company shall nevertheless within forty-eight (48) hours of entering into such customer and driver contracts provide written particulars thereof to the Union and the right of grievance with respect thereto shall be preserved, and
  - (c)** Be entitled to enter into a contract with such replacement which for the purpose of providing such service, may contain terms different to that as provided for in the Collective Agreement and / or "Condition of Employment" such replacement or contracted service will not be considered part of the Union.
  - (d)** The Company will review any outsourced or contracted services every **three (3)** months, with the intent of bringing it into the bargaining unit.
- 8.07** The Company shall have the right to take immediate possession of the mobile two-way radio equipment and / or pager in any employee's / owner operator's vehicle. For the purpose of this Clause, any one of the occurrences such as, but not limited to, the following shall constitute "Just Cause," namely:
- (a)** An act of bankruptcy being committed by the employee / owner operator.

- (b)** If any distress or any execution shall be issued against the employee / owner operator.
- (c)** If the employee / owner operator leaves the company with no other recourse.

The company shall bear the onus of proving any such occurrence.

Following such repossession, the Company shall, within five (5) days deliver to the employee / owner operator or send by registered mail to his / her last known address, written particulars of the circumstances justifying such repossession.

Upon finding of "Just Cause" herein, it shall, subject to grievance hereunder, be deemed that the Lease Agreement between the Company and the employee / owner operator as encompassed in this Agreement in respect of such equipment shall have terminated.

It is further understood that upon re-delivery of the said radio equipment to the Company whether voluntarily by the employee / owner operator or pursuant to the terms of this Clause, same shall be in good order and repair, reasonable wear and tear resulting from proper use only excepted.

It is further understood and agreed that in the event that the Company should be entitled to repossess the said radio equipment pursuant to this Clause, and within twenty-four (24) hours of demand served upon or mailed to the employee / owner operator they shall fail to surrender the said equipment, the parties hereby acknowledge that the Company will suffer damage by his / her failure to so return the equipment. The parties further hereby acknowledge that the amount of such damage being difficult to determine, accordingly and as a genuine pre-estimate of such damage the employee / owner operator agrees to the payment to the Company of the sum of ten dollars (\$10.00) (as liquidated damages and not as a penalty) for each day or part thereof that the said equipment has not been surrendered.

**8.08** Subject to the provisions of 8.09, in consideration of the receipt by the Company of that percentile entitled to be received by it as its share of the amount realized from customers by an employee / owner operator pursuant to the terms of this Agreement, the Company shall supply and pay for:

- (a)** Office space
- (b)** Office supplies
- (c)** Telephone(s)
- (d)** Postage
- (e)** Stationery
- (f)** Photocopying
- (g)** Bookkeeping
- (h)** Accounting equipment
- (i)** Taking and listing of orders
- (j)** Dispatching service
- (k)** Rendering of accounts

- (l) Payment of bills (except those specifically the responsibility of the employee / owner operator
- (m) Entering and securing of contracts
- (n) Carrying out of advertising programs
- (o) Managerial services
- (p) Sufficient staff and any other requirements as are necessary to carry out the business commitments of the Company

**8.09** Any additional charges to the customer, including but not limited to the following and not being part of the regular rates, such as warehousing, not covered above, cargo insurance, air freight charges, handling charges, forwarding charges, whether on a regular or irregular basis, etc. shall be solely the revenue of the Company and shall not be included in the commission payable to the employee / owner operator.

**8.10** The Union shall not be liable for any loss suffered by the Company under any contract entered into by the Company provided that the loss has not occurred as a result of any act of commission or omission on the part of the Union. It is understood that this provision shall not relieve any employees / owner operators for any loss for which they may be liable pursuant to the terms of this Agreement.

**8.11** The Company shall endeavor, within the reasonable confines of ensuring a high quality of customer service, to use the least amount of employee / owner operators as possible.

**The Company agrees to maintain full-time postings, wherever possible.**

**8.12** The employee / owner operator shall:

- (a) Obtain and maintain all licenses and permits required to carry out services to be performed by them under this Agreement.
- (b) Maintain in sound physical and mechanical condition, repair, insure (in a manner for amounts prescribed by the Company) and operate each vehicle used by them, at their expense under the applicable laws of the province in which they works and provide proof.
- (c) **Upon renewal, change and / or request by the company, proof of the above shall be provided.**

**8.13 Voluntary Termination by an Employee / Owner Operator**

In the event that an employee / owner operator intends to terminate his / her services hereunder they shall first give to the Company a fourteen (14) day written notice of such intent. They shall continue to perform his / her commitments hereunder for the said fourteen (14) days and on the expiration of the fourteenth (14<sup>th</sup>) day the termination shall be effective.

#### 8.14 Accounting as Between the Company and an Employee / Owner Operator

It is understood and acknowledged that an employee / owner operator is paid for services rendered hereunder for each working period from the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) inclusive of each month on the last day of the said month. If the last day of the said month falls on a Saturday, Sunday or holiday, they are paid on the previous working day. For services rendered by the employee / owner operator pursuant hereto from and including the sixteenth (16<sup>th</sup>) day to and including the last day of the month they are paid on the fifteenth (15<sup>th</sup>) day of the month following. If the fifteenth (15<sup>th</sup>) day of the month following falls on a Saturday, Sunday or holiday, they are paid on the working day preceding such day.

8.15 The following procedures shall be carried out by the employee / owner operator for the purpose of enabling the Company to calculate that to be billed to the customers for services performed by such employee / owner operator, namely:

- (a) **Where applicable**, each job shall be **transmitted/manifested** by the employee/owner operator whom shall obtain a legible or printed signature **of the person accepting the delivery**. The employee/owner operator, may be required to capture the customer signature using other equipment, as introduced by the Company;

**The Owner Operator will obtain real-time proof of delivery electronically in the form of signature or other means as specified by the Company and / or customer.**

- (b) At the end of each working day complete all paperwork required by the Company.

8.16 The Company as its accounting responsibility to the employees / owner operators shall carry out the following:

- (a) Determine the price to be billed to the customer by the accounting policies and billing system in effect at that time, and which may be changed from time to time at the Company's sole discretion.
- (b) Give to the employees / owner operators a settlement report detailing all work performed by the employee / owner operator and the associated settlement which is the net transportation portion of the rate charged to the client. **A hardcopy will be provided to the employee/owner operator if requested.**
- (c) The employees / owner operators agree that they will comply with any changes in the accounting system designed to improve customer service provided that such changes will not in any way diminish the need for the Company to provide complete and accurate settlement information to the employees / owner operators.

- (d) Concurrent with making payment to the employee / owner operator of the revenue required to be paid to them for the relevant settlement period as determined pursuant to this Article, the Company will itemize any charge-back's and overcharges, and include any documentation the driver may require to balance his / her payroll settlement.

**The Company will contact the Employee / Owner Operator prior to deducting any overpayment in order to organize a mutually agreeable repayment plan.**

- (e) Additional Work

The Company shall provide a job number for any work being dispatched to employees / Owner Operators. If a job number is not provided, the Driver has the right to refuse the job until such time that a job number has been communicated / dispatched.

**8.17** Subject to Article 11 hereof, the Company has the right to allocate the employee / owner operator a delivery route covering that portion of territory being serviced by the company as the Company in its discretion may decide for the servicing of certain contract customers.

**8.18** Within ninety (90) days of entering into the Company, at the Company's discretion, the employee / owner operator shall have the vehicle or vehicles used by them in servicing the Company's customers painted in the colour scheme by which the Company is identified by the public, at which time the Company shall supply identifying decals to be affixed, which decals shall be returned to the Company upon termination.

**8.19 (a)** The trademark "TForce Final File," distinctive colours and designs used in connection therewith, are all the property of the Company and their use accrues wholly to the benefit of the Company. Upon written request of the Company, the employee / owner operator shall immediately surrender to the Company, any item bearing any of its trademarks and shall remove any such trademarks from its vehicle.

**(b)** The employee / owner operator shall permit and shall have placed upon his vehicle such Company advertising, decals or trade names and marks as the Company may specify, the cost of such advertising, decals or trademarks to be borne by the Company. In the event that other advertising be specified by the Company, same shall be done at the expense of the Company.

**(c)** Upon termination of this Agreement for any cause or by any means whatsoever and in particular as hereinafter set out, the employee / owner operator shall, at the Company's expense, within ten (10) days from the date of the said termination, remove all advertising, decals or trade names and marks as was specified by the Company and have his / her vehicle repainted in one colour or a colour scheme of other colours which shall not be confused in any way with the colour scheme identifying the Company to the public. Should such termination be by way of discharge and it is subsequently determined that discharge was not for just cause and

said identification has been removed, the Company shall be required to replace the identification at its cost.

**(d)** The employee / owner operator covenants and undertakes to indemnify and save harmless the Company from any loss or damage which the Company may suffer in any form or manner whatsoever by reason of the failure of an employee / owner operator to comply strictly with the terms of this paragraph.

**8.20** The employee / owner operator agrees that they will not transfer or assign any interest in this Agreement without the written consent of the Company and the Union.

**8.22** All new Owner Operators shall be considered as probationary for the first 90 calendar days of their engagement. There shall be no responsibility on the part of the Company in respect of probationary Owner Operators should their contract be terminated during this probationary period. The Company shall inform the Owner Operator and the Union in writing of the reasons for terminating the contract during the probationary period.

## **Article 9**

### ***Grievance Procedure***

#### **9.01 Grievance**

Any complaint, disagreement, or difference of opinion between the Company, the Union or the employee / owner operator covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of this Agreement, including the question of whether a matter of the grievance is arbitral or not, shall be considered as a grievance and shall be settled as hereinafter provided.

An authorized representative of the Union or the Company may present a policy grievance in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

- (a)** where there is a disagreement between the Company and the Union concerning the interpretation or the application of the collective agreement;
- (b)** where the Union is of the opinion that a policy, directive, regulation, instruction or communication of the Company has or will have the effect of contravening any provision of the collective agreement, or causing prejudice to employees of the Union or of being unjust or unfair to them.

#### **9.02 Authorized Representative of the Union**

A person designated by the Union to deal with grievances.

### 9.03 Union Steward

Any employee / owner operator appointed or elected by the Union to act as an authorized representative of the Union. In the event that the Union Steward is unable to perform his or her function, the Union will designate or substitute another person to act on his or her behalf.

- 9.04 The Union Steward shall have the right to investigate grievances, in accordance with the procedure herein provided for and, for that purpose shall have the right to meet with the employee / owner operator on behalf of whom the grievance could be submitted, during working hours.

Whenever a Union Steward decides to investigate a grievance, he/she shall seek permission from the designated company representative. It is understood that this right shall be granted during the Union steward's shift, or at the latest, at the start of his/her following shift. Time spent investigating grievances shall be considered as time worked and the Union steward will be compensated at a rate of **\$20.00/hr**. **Employees shall be paid at their applicable hourly rate. In addition, one extra hour will be paid for any travel in excess of 100 kilometers, in order to compensate the Owner Operator for personal vehicle use to attend the meeting.**

- 9.05 No person who is employed in a managerial or confidential capacity shall seek to intimidate, by threat of discharge or by any other kind of threat, a representative of the Union or an employee / owner operator on whose behalf they are preparing a grievance to cause them to refrain from so doing or withdraw a grievance or refrain from representing a grievance as provided for in this Agreement.

- 9.06 The Company agrees that Union Stewards shall not be hindered, constrained, prevented nor impeded in any way in the accomplishment of their duties while investigating complaints and representing employee / owner operators in accordance with the provisions of this Article.

### 9.07 COMPLAINT PROCESS

**(a) Owner Operators and/or Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate supervisor as soon as possible, and for the purpose of this clause not later than (10) calendar days from the date they became aware there was an issue. The Union Representative may attend at the option of the Owner Operator or Employee.**

**(b) The Company shall respond in writing to the complaint no later than ten (10) calendar days.**

**(c) Should the issue remain unresolved, a grievance may then be filed.**



#### **9.08 Time Limit on Grievance**

**Should the grievance be unresolved after the complaint, a grievance shall be presented in writing by the authorized representative of the Union to the branch manager or their designate of the Company no later than twenty (20) calendar days from the date the company responded in writing to the complaint.**

#### **9.09 Description of the Grievance**

The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the Collective Agreement. During the grievance procedure, the Union shall, at the request of the Company, endeavor to clarify the written description of the grievance. The Union may clarify the written description of the grievance without changing its substance. It shall not be sufficient to allege a violation of the Agreement as a whole.

#### **9.10 Codification and Copies of Grievances**

The Company agrees to acknowledge receipt of the grievance by returning a signed copy to:

(a) The Local Office of the Union;

**(b) The Regional Office of the Union; and**

(c) The employee / owner operator on behalf of whom the grievance has been submitted.

#### **9.11 Company's Reply**

Within **ten (10)** working days after receipt of the grievance the Company shall **submit to the member, Local Union and Regional Office** a written response to the grievance.

#### **9.12 Grievance Meeting**

**Upon receipt of a grievance reply at the Regional Office, the Parties shall schedule a grievance meeting with the Local and Branch Manager within 15 calendar days in order to discuss and attempt to resolve the grievance.**

#### **9.13 Withdrawal of Grievances**

The Union may, by written notice, withdraw a grievance at any time and it is agreed that once the grievance has been withdrawn it may not be re-submitted to arbitration. The withdrawal of a grievance shall not prejudice the position of the Union on any other grievance of a similar nature.

**9.13 Grievance Mediation**

**The parties may mutually agree to refer the outstanding dispute to the mediation process as offered by the Federal Mediation and Conciliation Office.**

**9.15 Right to Arbitration**

If the grievance is not resolved to the satisfaction of the Union within **thirty (30)** working days from the date it is received by the Company, the Union may refer the matter to arbitration.

**9.16 Expedited Arbitration**

**The parties may mutually agree to refer to expedited arbitration any matter properly submitted, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.**

**(a) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.**

**9.16 Arbitrators**

Grievances submitted to arbitration shall be **scheduled within 90 days to** one of the following arbitrators listed below in rotating order:

Colin Taylor  
Chris Sullivan

**9.17 General Powers of the Arbitrator**

The arbitrator shall be vested with all the powers that are necessary for the complete resolution of the dispute. Where the arbitrator comes to the conclusion that the grievance is well founded, he or she may grant any remedy or compensation that is deemed appropriate.

It is understood that the arbitrator shall be vested with all the powers conferred upon them by the *Canada Labour Code*, including but not limited to those respecting time limits.

The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not involve the determination of a subject matter not covered by or arising during the term of this Agreement.

### **9.18 Final Decision**

The award of the arbitrator shall be final and executory. It shall be binding upon the Company, the Union and the employee / owner operator.

The final decision rendered by an arbitrator binds the Company, the Union and the employee / owner operator in all cases involving identical and / or substantially identical circumstances.

### **9.19 Costs of Arbitrators**

The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

### **9.20 Bargaining Unit Members will be compensated at the rate of \$20 per hour for any work performed under this clause.**

## **Article 10**

### ***Discipline, Suspension and Discharge***

#### **10.01 Just Cause**

- (a)** No disciplinary measure in the form of a notice of discipline, emergency suspension or discharge, or in any other form shall be imposed on any employee / owner operator without just cause and without his / her receiving beforehand or at the same time, a written notice showing the grounds on which a disciplinary measure is imposed.
- (b)** In any arbitration relating to a disciplinary matter, the proof of the allegations at issue shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above, except that, if, subsequent to the date of the notice additional grounds are discovered by the Company which it intends to rely upon in support of the disciplinary action taken, then such additional grounds shall be provided to the Union in writing forthwith.
- (c)** The company agrees to notify the Local and Regional offices of the Union within 2 working days when a termination of employment/engagement is imposed on a member of the bargaining unit. A working day is defined as Monday to Friday excluding statutory holidays.

## **10.02 Personal File**

- (a)** The Company agrees that no report relating to the employee's / owner operator's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such report is part of the personal file.
- (b)** No report may be placed on the file or constitute a part thereof unless a copy of the said report is sent to the employee / owner operator within ten (10) days after the date of the employee's / owner operator's alleged infraction, or of its coming to the attention of the Company, or of the Company's alleged source of dissatisfaction with them.
- (c)** Any unfavourable report concerning an employee / owner operator shall be withdrawn from that personal file after a period of twelve (12) months from the date of the alleged infraction, provided there has been no re-occurrence of an infraction of the same or similar nature during that twelve (12) month period.
- (d)** The Company agrees that there will be only one personal file for each employee / owner operator.

## **10.03 Access to Personal File**

Upon written request, an employee / owner operator and his / her Union representative shall have access, within a reasonable time after the request, to the official file of the employee / owner operator in the presence of an authorized representative of the Company.

## **10.04 Interviews**

- (a)** In the event the Company decides to interview an employee / owner operator, the Company agrees to notify the employee / owner operator in writing twenty-four (24) hours in advance of the interview and to indicate:
  - (i)** **their** right to be accompanied by a union representative as specified in Clause 10.05;
  - (ii)** the purpose of the meeting, including whether it involves the employee's / owner-operator's personal file;
  - (iii)** that if the employee's / owner operator's personal file is to be considered during the interview, the employee / owner operator and/or his or her union representative, the latter with the employee's / owner-operator's permission, shall, before the meeting, have access to this file in accordance with Clause 10.03.
  - (iv)** the attendance of the union representative shall be without loss of income and time spent at such meetings shall be considered as time worked and

the bargaining unit union representative shall be compensated at the rate of **\$20.00** per hour.

- (b) The employee / owner-operator has the right to refuse to participate or continue to participate in such interview unless they have received the notice hereinabove provided for.
- (c) If the employee / owner-operator fails to appear at the interview and does not explain his or her inability to do so, the company shall proceed unilaterally.

#### **10.05 Right to Representation**

An employee / owner operator summoned for a disciplinary interview shall have the right, if they so request, to be accompanied by a Union representative.

#### **10.06 No Right to Discipline**

An employee / owner operator assigned on an interim basis to a managerial position cannot discipline other employees / owner operators included in the bargaining unit.

## **Article 11**

### ***Seniority***

#### **11.01 Seniority**

##### **(a) Method of Calculation**

Seniority means the length of continuous service with the Company.

Seniority is broken by termination with the Company under the provisions of this Collective Agreement.

Seniority accumulates during the length of continuous service with the Company.

Seniority continues to accumulate when an employee / owner operator accepts temporary assignment outside the bargaining unit for a maximum duration of six (6) months.

Seniority shall be used to accommodate employee's / owner operator's preferences where the Collective Agreement so provides.

(b) **Seniority Lists**

There shall be **two (2)** separate seniority lists.

**Owner Operators  
Employees**

- (c) An employee / owner operator can only be on one (1) seniority list at any time.
- (d) Copies of seniority lists shall be posted on the Union bulletin board on a monthly basis, **within the first week of the month.**
- (e) Copies shall be sent to the Local Union **and Union Representative** on a monthly basis **within the first week of the month.**
- (f) The seniority lists submitted to the Union shall include addresses (**home and email**), telephone numbers and driver numbers of the employees / owner operators covered by the Collective Agreement.

## **Article 12**

### ***Postings***

#### **12.01 Dedicated/Scheduled Work (Postings)**

- (a) Dedicated/scheduled work is work of a continuing and regular nature. Postings will include rates and relevant information concerning the assignment **as per Appendix "E"**.
- (b) The company agrees that dedicated/scheduled work with a value of \$25.00 or more, shall be posted for bid at least **five (5)** days prior to permanent assignment of such work by the Company. This bidding process shall also apply for vacant work referred to in clause **12.06** and **12.08**.
- (c) **Posted work** shall be paged to the **Owner Operators on Day 1 and Day 5 of the posting. In addition, the work shall be posted and sent electronically to any Owner Operator on lay off.** Any **Owner Operator** who wishes to bid on such work shall submit **their** application in writing to the Company within the applicable time period.
- (d) If a member of the Union is taking a leave of absence and wishes to be notified of these postings during the leave period, they must inform the Company of such along with **contact details**.
- (e) **The posting will be awarded by seniority, provided the Owner Operator meets all the requirements of the posting at the posted start date.**

(f) In the event **the posting** needs to be filled immediately the Company shall **offer** such work on an emergency basis until **the posting has been filled**.

**12.02** Once a run / route has been assigned to an employee / owner operator, the Company shall not unilaterally transfer such work to another employee / owner operator without "Just Cause." The Company and the Union agree that for the purposes of this Clause any one of the occurrences such as, but not limited to, the following shall constitute "Just Cause," and may be referred to the grievance/arbitration procedure for final resolution:

- (a) The customer requests that the employee / owner operator be replaced.
- (b) It is evident that the customer will probably be lost to the Company should the employee / owner operator not cease serving the same.
- (c) That a complaint of a serious nature is received from a customer and the employee / owner operator fails to promptly rectify the complaint and do all things reasonably necessary to ensure that there will be no reoccurrences of such complaint.

The Company shall bear the onus of proving any such occurrence.

**Proviso:** The Company and the Union agree that occurrences of the nature described herein will require assessment and response on a case by case basis and may result in removal of specific accounts / calls from the run / route, the reorganization of the run/route, or the transfer of the run / route in its entirety. Prior to removing an employee / owner operator from an account, the company will meet with the employee / owner operator concerned and his/her Union representative to discuss the details of the complaint in an attempt to resolve the concerns expressed by the customer and all relevant documentation shall be provided to the employee / owner operator and his/her Union representative.

Pursuant to the provisions provided for above, it is agreed that the employee / owner operator and the Union will be notified 24 hours in advance of the above noted meeting and transfer of work. The company may assign another employee / owner operator to cover the account for a period not to exceed 3 days.

**12.03 On Demand/Messenger Work**

- (a) **The Company agrees to distribute the on demand/messenger work on a fair and equitable basis.**
- (b) In respect to fair and equal distribution of work, the company agrees to supply all relevant information to the Union upon request.

(c) The Company will post and maintain a Rotational Dispatch list for out of town trips. The list will be in order of seniority **by those owner operators requesting to be on the list. This work will be offered by equal opportunity** in order of seniority and **subject to having the appropriate training, clearance and access to the appropriate vehicle type.** An Owner Operator who declines a trip **will be recorded as having had an opportunity.**

**12.04** The employee / owner operator shall have at all times the right to ask the Company to transfer an account or accounts from them for “Just Cause” which the Company will do if possible, and if another employee / owner operator is willing to accept the account, pursuant to 11.04. The holder of such an account agrees to keep it until such change can be made.

**12.05** With respect to any of the Company’s customers, it is often the case that as part of a larger service there shall exist business that by itself would not be profitable for the employee / owner operator, but that as part of the larger service forms a very profitable total billing. Therefore, it is agreed by the Union and the Company that such calls will be, to the best of the dispatcher’s ability, rotated among the whole pool of drivers who benefit from the account and that such calls will not, on a continuous basis, be assigned to one driver. The Union agrees with the Company that such work must be done in a timely manner subject to the Company first considering the individual employee / owner operator’s availability and run / route, and that the employee / owner operator will accept such a delivery on a timely basis. Provided, however, that after such a delivery has been made, if a dispute between the company and the employee / owner operator, the same shall be subject to grievance.

**12.06** Should a job posting not be filled locally, the vacant posting will then be made available within all **TForce Final Mile – CUPW represented bargaining units in BC by seniority.**

**12.07** No new employee / owner operator shall be hired/engaged until all of the **above steps have been completed.**

**12.08 Relief**

(a) When an Owner Operator is **temporarily absent**, the Company will observe the following order in assigning relief coverage;

1. Trained and qualified relief (back up driver) Owner Operator assigned
2. Assignment by seniority within the applicable classification
3. General Seniority

(b) All Owner Operators on the relief (back up driver) list at date of ratification will retain their position.

(c) When an emergency situation arises and the Owner Operator can demonstrate that they have made every reasonable effort to provide a qualified replacement and is unable to do so, no disciplinary action shall be taken against them.



## Article 13

### *Leaves of Absence*

#### 13.01 Special Leave

Subject to reasonable advance written notice, with supporting documentation where applicable, leave of absence may be granted when circumstances not directly attributable to the employee / owner operator, including but not limited to illness in the immediate family, prevent them from reporting for duty. The granting of such leave shall not be unreasonably withheld.

#### 13.02 Bereavement Leave

For the purpose of this Clause, immediate family is defined as per the *Canada Labour Code*.

(a) Where **an immediate family member dies**, an employee / owner operator shall be entitled to a maximum of three (3) days' leave and compensated as per the *Canada Labour Code*.

**(b) Owner Operators will be paid their average daily rate based on their two prior pay settlements.**

#### 13.03 Union Leave

An employee / owner operator who is selected as a delegate pursuant to paragraphs (a) to (d) below shall be entitled to leave without pay for the following:

(a) A constitutional meeting of the Union

(b) A Negotiating Committee for the purpose of collective bargaining

(c) A Convention of the Canadian Labour Congress or provincial Federation of Labour

(d) A Union Education Program, including traveling to and from such an event.

(e) Recognizing that circumstances may arise whereby an employee / owner operator is required to serve or work on behalf of the Union, the Company agrees, on receipt of reasonable advance notice in writing, to grant leave without pay.

#### 13.04 **Sick Days for Employees**

**Upon completion of their probationary period, employees will be entitled to three (3) paid sick days, per calendar year.**

## Article 14

### ***General Holiday and Vacation Leave Entitlement for Employees***

#### **14.01 General Holidays**

(a) The Company recognizes the following general holidays:

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

**(b) Warehouse, bikers and walkers will be paid general holiday pay in accordance with the *Canada Labour Code*.**

#### **14.02 Vacation Leave for Employees**

Warehouse, Bikers, and Walkers will be entitled to vacation leave as per the following:

- A. 1 - 4 completed years of service = 2 weeks (10 business days) or 4% of prior years' earnings**
- B. 5 – 9 completed years of service = 3 weeks (15 business days) or 6% of prior years' earnings**
- C. 10+ completed years of service = 4 weeks (20 business days) or 8% of prior years' earnings**

#### **14.03 Vacation Leave Pay for Employees**

(a) The annual leave year shall be defined as January 1 to December 31 each year.

(b) **Vacation leave will be paid to the Employee in the applicable pay period the employee takes vacation.**

## Article 15

### 15.01 Union / Management Committees

- (a) The Company agrees to participate with the Union in establishing joint Union / Management committees to address issues of mutual interest.
- (b) The Company shall pay **\$20.00/hour** (or the applicable hourly rate for employees) for the two (2) employee's / owner operator's time spent at Union / Management meetings to a maximum of four (4) hours per meeting.

### 15.02 Rate & Service Committee

1. The purpose of the Rate and Service Committee is to look at service requirements, contractor settlements, customer rates, the rising cost of living, route restructures and other issues that would benefit from a cooperator approach between union and management.
2. With this spirit of cooperation the Rate Committee a joint committee of up to three (3) representatives of the Company and up to three (3) from the Union shall meet monthly and at such additional times as agreed upon by the committee to review issues as described above.
3. The Rate Committee shall have access to customer rates or invoices and true copies of customer contracts or rate schedules or invoices, local or national, to confirm that Owner Operators are being paid in accordance with the Collective Agreement. It is understood that such information shall be treated as confidential and an annual Non-Disclosure Agreement must be signed prior to any access being given. Where the Union Representatives of the committee have requested documentation for investigation, the information will be provided at the next meeting but within thirty (30) days.
4. Whenever possible, decisions as to rate increases and the timing of such rate increases shall be made during the meeting in which such proposals are made. The Company reserves the right to take any rate increase proposal under advisement in which case a decision regarding such proposal shall be communicated to the Union members of the committee at the next meeting or sooner as the Company so desires.

## Article 16

### *Duration*

This agreement shall be effective from **February 17, 2018** and shall remain in force until **February 28, 2022**.

Either party to this agreement may, within four (4) months immediately preceding the date of expiration of the term of the collective agreement, by notice, require the other party to commence collective bargaining. Within twenty (20) working days after notice to bargain has been given, the parties shall enter into negotiations.

## Article 17

### *General*

#### **17.01 One Driver One Vehicle**

No employee / owner operator will be allowed to represent, or act on behalf of, or control another driver / owner operator or their vehicles except as provided for in **Article 18.02 and 18.03**.

#### **17.02 Access to Settlement Documents**

An employee / owner operator shall be provided reasonable access to their settlement records upon request.

#### **17.03 Transfer of Company Title or Interest or Mergers**

This Agreement shall be binding upon the partners thereto, their successors, administrators, executors or assigns, in the event an entire operation or rights are sold, leased, transferred or taken over by sale, such rights shall continue to be subject to the terms and conditions of this Collective Agreement.

#### **17.04 Union Label**

It shall be an acceptable practice for a driver to post a Canadian Union of Postal Workers label on the glass area of their vehicle. The size being no more than three (3) inches in diameter and not attached to any area which will impair the vision of the driver.

### **17.05 Picket Lines**

The Company recognizes the right of members of the bargaining unit to refuse to cross a legal picket line. In the event a driver exercises this Right of Refusal they will immediately advise their immediate supervisor.

If such a picket line is established, the Company agrees to meet, at the request of the Union, to discuss any problem raised.

### **17.06 Workers Compensation**

Owner Operators will maintain their own WCB account in good standing while providing services on behalf of the Company.

### **17.07 Helpers**

The driver shall be empowered to hire helpers to assist with the deliveries under the following conditions:

- (a)** Helpers must be bondable and insured.
- (b)** The employee / owner operator is responsible for payment of Workers Compensation premiums for his / her helpers.
- (c)** Helpers must be screened by representatives of the Company and meet Company uniform and image components.
- (d)** Helpers will be members of the collective bargaining unit and pay dues.

**17.08** In addition to the insurance requirements the employee/owner operator shall at all times during the continuance of this Agreement, carry and keep in force such policies of insurance which may from time to time be required by any government authority.

## Article 18

### Remuneration

#### 18.01 Minimum Expectancy Benchmark

- (a) The Minimum Expectancy Benchmark is defined as the amount that it is expected the Driver / Walker / Biker will make for providing their services on a full working day basis. A full working day is defined by all appropriate statutes as applicable to employees and owner-operators:

Vehicle Type	1-Feb-2017	2-May-2019	1-Mar-2020	1-Mar-2021
		5.25%	2.00%	2.00%
Walkers / Bikers	\$101.69	\$107.03	\$109.17	\$111.35
Cars/Mini Vans/1/4 Ton	\$125.62	\$132.22	\$134.86	\$137.56
Cargo Vans	\$131.61	\$138.52	\$141.29	\$144.12
Cartage	\$197.35	\$207.71	\$211.87	\$216.10

- (b) It is understood that the minimum expectancy benchmarks are designed to compensate Owner Operators for their fixed costs in the event there is a shortage of commissionable revenue to meet these requirements. Should an Owner Operator refuse work that does not fall under the provision of Article 12.02, that particular day will be deemed ineligible for benchmarking and the **bi-monthly settlement period earnings** will be prorated.
- (b) The company agrees to provide the Union on a monthly basis with a listing of those employees / owner-operators who have not achieved the minimum expectancy benchmark over the previous month. An employee / owner-operator who has completed 3 months or more of employment / engagement shall have the right to request a review of their revenues or earnings where such fall below the applicable minimum expectancy benchmark. For greater certainty, the parties agree that the minimum expectancy benchmark reviews will not take place prior to the first review of fleet reconfigurations.

- (d) The Union and the Company shall determine the reasons and causes behind an instance where an individual's revenues or earnings fall below the monthly expectancy benchmark based on a calculation of the per diem rate multiplied by complete days worked. Calculations are based on the employee / owner-operators being available to work on each business day of the month measured and applied against the resulting monthly total. However, employees / owner-operators on leave approved for under this collective agreement or absent not more than 2 days during the month will receive a pro-rated minimum expectancy benchmark. Corrective action including revenue or wage adjustments will be implemented as required and it is agreed that disputes concerning same may be the subject of a grievance in accordance with this collective agreement.
- (e) Revenue or wage adjustment calculations will be based on the following example:

**Car Minimum Expectancy Benchmark = \$132.22/Day**

**Number of Actual Days Worked in the Period = 10**

**Minimum Expectancy Benchmark Guarantee = \$132.22 x 10 = \$1,322.20**

**Driver's Actual Earnings in the Settlement Period = \$1,000.00**

**Benchmark Adjustment Due = \$322.20**

#### **18.02 Remuneration for Owner Operator Specified Leave Entitlement**

- (a) It is agreed Specified Leave pay (Stat Holidays) as defined in Part III of the Code, shall and has been included in the gross settlements paid to the owner operators.
- (b) Owner Operators will be entitled to 10 specified leave days per calendar year. Specified Leave days can be booked at any time throughout the course of the year with mutual consent from the Company. Consent will not be unreasonably withheld. The request form provided (Appendix "D") for the specified leave days will include the 10 non-operating days as the default.

#### **18.03 Remuneration for Owner Operator Out of Service Entitlements**

- (a) It is agreed Scheduled leave pay (Vacation) as defined in Part III of the Code, shall and has been included in the gross settlements paid to the owner operators.
- (b) Owner Operators will be entitled to absent himself / herself from carrying out contractual obligations as per the following:
  - A. 1 - 4 completed years of service = 30 business days
  - B. 5 -15 completed years of service = 35 business days
  - C. 16+ years of service = 40 business days

## Article 19

### *Uniforms & Communication Devices*

#### 19.01 Uniforms

- (a) The Company will continue to reimburse Owner Operators and Bikers for pants and shorts to a maximum of \$80.00 per year. All other uniforms with logos will be provided and paid for by the Company. It is agreed that 3 shirts will be provided annually.
- (b) The quality of the uniform provided to employees / owner-operators shall be subject to mutual agreement between the parties.
- (c) The company agrees to assume responsibility for alterations required to the uniforms of female employees / owner-operators.
- (d) **Special requirements to uniforms imposed by customers are to be at the expense of the Customer and /or Company.**
- (e) **The Company will provide and replace High Visibility Vests as needed.**

#### 19.02 Communication Devices

- (a) The Company agrees that the maximum monthly deduction for the communication device shall not exceed **\$43.50/month**.
- (b) The Company / Customer will determine where communications devices are required and identify this in the posting. Owner Operators who do not use or require a company supplied communication device will not be charged. Any route with less than 5 calls dispatched per day will not be required to have a mobile device
- (c) Where the communication device does not operate properly through no fault of the Owner Operator, the Owner Operator shall return the device to the local Manager. The Company will have three (3) business days to provide a replacement device. Failure to provide the device within the three (3) business days, will allow the Owner Operator to claim a pro-rated rebate back against communication charges deducted by the Company.
- (d) It is agreed that in certain circumstances some drivers will be allowed to use the **Mobile App** on their personal device. Individual situations will be assessed and determined by the Rate Committee.
- (e) The Company agrees that the introduction of any new technology will not result in any deduction increases to couriers and further agrees to consult with the Union prior to



implementation of any new technology. Any savings realized by the implementation of new technology shall be extended to the affected employees/owner operators.

- (f) The Company further agrees that there shall be no charge levied against employees / owner-operators for pagers.

## **Article 20**

### ***Fleet Reconfiguration & Work Distribution***

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

**20.02** To accomplish the foregoing, the parties agree to meet as required to review issues relating to fleet capacity and work allocation including reconfiguration of the fleet and the restructuring of scheduled runs/routes.

Said review(s) will include the consideration of the allocation and distribution of work that results from contract cancellations/lay off and of new work acquired by the Company, and shall further take into account service requirements, customer specifications and preferences, existing run/route configurations, owner-operator / employee availability and capacity and earnings targets.

It is further agreed that the parties may meet more frequently as needs or opportunities arise and to share all relevant information.

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

#### **(a) Route Realignment**

**It is understood that the incumbent will have first right of refusal to comply with the changes and retain the work. If the incumbent chooses not to retain the work it shall be posted. The incumbent will then be placed on the recall list.**

#### **(b) Reconfiguration of Routes**

**All reconfigured routes will be posted in accordance with Article 11 for the Owner Operators whose routes have been affected.**

**20.04** The company agrees to compensate owner-operators designated by the Union to work on the restructuring process at the rate of \$20.00 per hour for all time spent.

**Employees designated by the Union to work on a realignment/reconfiguration shall be paid their regular rate of pay.**

## Article 21

### *Employment / Engagement / Security*

#### 21.01 Procedures for Contract Cancellations / Lay-Offs

(a) The Following shall be recognized as classifications for the purpose of this article:

**Classifications:**

(i) **Owner Operators**

(ii) **Employees**

(b) Following the determination of numbers and classifications to be affected, the Company shall identify owner-operators whose contracts are to be cancelled or employees that are to be laid off, by reverse order of seniority.

#### 21.02 Notice of Contract Cancellation or Lay-Off

(a) The Company shall provide the Union with written notice at least three (3) weeks prior to the effective date of any contract cancellation or lay-off, said notice to include the name and seniority of the owner-operator to be affected.

(b) In respect of the cancellation of the contracts of owner-operators, the Company shall provide the owner-operator with three (3) working weeks' notice in writing.

(c) The owner operator that has been identified for contract cancellation shall be entitled to change **their classification** in order to continue engagement with the company, **should a vacant position be available.**

(d) The owner-operator on lay-off shall continue to accumulate seniority during the period of their lay-off.

(e) Should the owner-operator not return to engagement following the expiration of the 18 month period of lay-off, they shall be considered as having had their contract cancelled and the Company shall have no further obligation or liability to that Owner Operator.

(f) The company agrees not to invoke any of the provisions of lay-off or contract cancellation until completing the initial provisions of Article 20 of the collective agreement.

(g) Employees will be provided notice and severance in accordance with the *Canada Labour Code*.

## Article 22

### Compensation

Employees are paid based on an hourly wage.  
On demand work is paid on the basis of commissions.

Dedicated/Scheduled work is paid based on the terms of the posting(s).

#### 22.01 Wages

The following wage rates shall apply for the warehouse and lead hand warehouse classifications:

Employee Type	Date of Ratification (May 2, 2019)	March 1, 2020 2%	March 1, 2021 3%
Warehouse	\$14.50 / hour	\$14.79 / hour	\$15.23 / hour
Lead hand	\$1 / hour premium, above the Warehouse classification		

**Owner Operators who perform sortation warehouse duties will be paid the Lead hand rate, which is an all-inclusive rate.**

#### 22.02 Commissions

The following minimum compensation rates will be established for Owner Operators/Employees:

(a) Effective the date of ratification, the commission rates will be as followed:

Drivers			
Vehicle	0-4 Years	5-15 Years	16+ Years
Walkers and Bikers	55.9%	56.1%	56.4%
Car	61.0%	61.2%	61.5%
Mini/Truck/Cargo	63.0%	63.2%	63.6%
Cube & Dock	65.0%	65.3%	65.6%

- (b) Any flat rate work will see the above increases added to their fixed payment, additionally future customer increases will be applied to flat rates as well (this will be a change to the fixed rate and not the commission rate).
- (c) Any driver conducting Symcor work will receive an additional increase of CPI\_XFET on Jan. 1, 2020 and Jan. 1, 2021 (this will be a change to the fixed rate and not the commission rate).

- (d) All active Owner Operators **as of the date of ratification**, whose current commission rate is greater than the above shall not have a reduction in commission rate.
- (e) The fuel surcharge will be paid to owner-operators based on their applicable commission rate.
- (f) The economic remuneration to the Owner Operators in this agreement reflects "TOTAL COMPENSATION" and reflects the "MAXIMUM" payouts required by the Company for the Owner Operators wage, equipment use and benefits both contractual and statutory.
- (g) The gross compensation provided to the Owner Operators by virtue of this agreement is all inclusive and therefore includes all monies deemed to be owed to the Owner Operator or required to be paid on behalf of the Owner Operator under any Provincial or Federal statute or regulation regarding "employment" and assessable earnings; including but not limited to Part III of the Code.
- (h) The minimum commissions in this agreement are applicable on "messenger" work. Rates for dedicated work are the rates posted on the bid and shall be no less than the minimum commissions based on the transportation portion of the revenue billed to the customer.
- (i) **If any Owner Operator is disqualified due to company error, the Owner Operator shall be fully compensated for the disqualification period.**

### **22.03 Posted Dedicated/Scheduled**

Dedicated/Scheduled work is posted with the compensation details which may differ with the various billing arrangements with various customers and are subject to article 22.02.

### **22.04 Customer Rate Increases**

When the rates to the customer are increased, the Owner Operator will receive their applicable % of the increase.

### **22.05 Owner Operator Training**

- (a) Any Owner Operator who is requested by the Company to train another Owner Operator, shall be paid an additional \$75.00 per day for such training, in addition to what the Owner Operator's commission would have been for that day.
- (b) Owner Operator Trainees shall receive **the warehouse Lead hand rate of pay** for all hours worked based on the scheduled duration of the route.

## 22.06 Cargo Bond Insurance

The Company will provide Cargo Bond insurance for all Owner Operators.

## Article 23

### *Health & Safety*

#### 23.01 Joint Health & Safety Committee

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

- (a) A local Joint Health & Safety Committee shall be established. Its composition shall be as follows: **In Branches with 20 or more, 1-2 management representatives and two (2) Union representatives appointed by the Union. In Branches below 20 people, the Union will appoint 1 Union Rep and meet as issues arise.**
  - (i) The Committee shall meet a minimum of once every month on Company premises to discuss health and safety issues that may concern both parties.
  - (ii) The provision of the *Canada Labour Code* Part II shall apply to this Committee.
  - (iii) Each Union Representative of the Committee shall be paid at the rate of **\$20.00** per hour for time spent fulfilling their responsibilities.
  - (iv) Any other person may attend the meeting(s) upon invitation by the Committee.
  - (v) The Company will keep records of the Committee meetings and provide copies to the Local Union.

#### 23.02 Right to Refuse

- (a) An employee / owner operator has the right to refuse to do particular work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another employee / owner operator.

When the employee / owner operator refuses to do particular work in accordance with (a):

- (i) They shall inform their supervisor and the Union Representative without delay.
- (ii) Until the situation giving rise to refusal to work is corrected, the employee / owner operator shall be assigned to other work and the employee / owner operator not suffer any loss of wages due to the incident.
- (iii) Until the situation is remedied no other employee / owner operator will be assigned to use the machine, apparatus, material or object or assignment call which is subject to the investigation, until they have been advised of the refusal of the employee / owner operator concerned.
- (iv) As soon as the Company is informed by the employee / owner operator, it shall ensure that the necessary investigation, inspections and analyses of the situation giving rise to the refusal to work be conducted, they shall be conducted in the presence of a non-managerial member of the Joint Health & Safety Committee.

### **23.03 Health & Safety Training**

The Company agrees to meet any health and safety training requirements and expenses as per statute.

### **23.04 Vehicle Inspections**

**For commercial vehicles requiring safety inspections, the applicable Owner Operator will be paid \$500, twice per year, upon providing the proof of said inspection.**

## **Letters of Understanding**

### **Letter of Understanding #1 – Canada Pension Plan (CPP)**

Owner Operators shall be solely and wholly liable to pay both employer and employee portions of CPP and EI, and shall hold the Company harmless of any liability.

### **Letter of Understanding #2 – Signing Bonus**

**Upon ratification, all Owner Operators will be paid a one-time signing bonus of \$1,500.00**

### **Letter of Understanding #3 – Great West Life**

The Parties agree that participants in the existing Health Plan on date of ratification carried by the Company will continue for the life of the Collective Agreement. In the absence of Carrier approval or the termination of the Plan, the Company will continue to pay Owner Operators currently receiving premium contributions paid by the Company, the equivalent dollar amount for the term of the Collective Agreement.

**Effective May 2, 2019, the Company agrees that the existing Health Plan will be opened and offered to all Owner Operators and Employees.**

### **Letter of Understanding #4 – Owner Operator Communication**

The Company agrees to improve its communication to Owner Operators on late aircrafts and Linehails to reduce waiting time.

### **Letter of Understanding #5 – Job Descriptions**

The parties agree to work on job descriptions during the life of this collective agreement.

# **APPENDIX 'A' - Owner Operator Agreement**

## **Letter of Understanding Between The Canadian Union of Postal Workers And TForce Final Mile Inc. Victoria**

### **Interaction between the Owner-Operator Agreements signed by the Union members and the Company and the Collective Agreement**

The Union acknowledges the validity of the Owner-Operator Agreements signed by its members individually and the Company and recognizes the right of the Company to demand that new members execute such an agreement prior to commencing provided services under the Collective Agreement.

The Union and the Company acknowledge that the provisions of the Owner-Operator Agreements shall remain in full force and effect, or become in full force and effect for new members, to the extent that they are not incompatible with the Collective Agreement during the term of such Collective Agreement or any renewal thereof.

For greater specification, it is hereby agreed that the terms of the Collective Agreement shall take precedence over the terms of the Owner-Operator Agreements in cases of incompatibility or contradiction between the two agreements.



## APPENDIX 'B' – Notice of Change of Status

### **Section 1**     **New Status**

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

Driver/Employee Number: \_\_\_\_\_

Commission/Wage/Compensation Rate: \_\_\_\_\_ Phone # \_\_\_\_\_

Classification: \_\_\_\_\_ Vehicle Type: \_\_\_\_\_

Position:     Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Temporary \_\_\_\_\_

Date of Appointment: \_\_\_\_\_

### **Section 2**     **Status Prior to Change**

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

Driver/Employee Number: \_\_\_\_\_

Commission/Wage/Compensation Rate: \_\_\_\_\_ Phone # \_\_\_\_\_

Classification: \_\_\_\_\_ Vehicle Type: \_\_\_\_\_

Position:     Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Temporary \_\_\_\_\_

Date of Appointment: \_\_\_\_\_

### **Section 3**     **Reason For Change**

New Hire \_\_\_\_\_, Transfer \_\_\_\_\_, Resigned \_\_\_\_\_, Retired \_\_\_\_\_

Discharged \_\_\_\_\_, Deceased \_\_\_\_\_, Term Ended \_\_\_\_\_, On Leave \_\_\_\_\_

Return from Leave \_\_\_\_\_, Lay-Off \_\_\_\_\_

## **APPENDIX 'C' – Warehouse Classifications**

The parties agree that there are 2 classifications of warehouse employees – “Warehouse Clerk” and “Warehouse Clerk – Lead Hand”. The job descriptions provided to the Union during negotiations shall be the official job descriptions for these positions and may be amended from time to time following consultation with the Union.

Warehouse employees shall be scheduled for an 8 ½ hour work day based on a 5 day work week with 2 days of rest. The work day shall include a ½ hour unpaid meal period. Scheduled hours of work shall be established following consultation between the parties.

Warehouse employees will be entitled to overtime pay for all hours worked in excess of 8 hours per day at the rate of time and one-half. Work performed on a day of rest shall be paid at the rate of time and one-half.

The offer to work overtime shall be made to warehouse employees on the basis of equal opportunity. The parties agree that the establishment of equal opportunity lists for overtime work will be made following consultation and agreement.

Should a vacancy arise in Warehouse Clerk – Lead Hand classification, the position will be posted, with the Warehouse clerk(s) having the first opportunity to apply for the position and being given first consideration in the application process. Should no Warehouse Clerk apply for the position, it will be posted to members of the bargaining unit in accordance with the provisions of clause 11.02.

Vacancies in the Warehouse Clerk position will be offered to members of the bargaining unit in accordance with clause 11.02 of the collective agreement.

Members of the bargaining unit will be given first consideration in the application process for both positions. Should the company not find a suitable candidate from among the bargaining unit members that applied, it reserves the right to look outside the bargaining unit to fill the vacant position.

The burden of proof shall rest with the company in all cases where it alleges or claims that an applicant does not possess the requisite qualifications or has not acquired the requisite knowledge to obtain or keep a position.

## APPENDIX 'D' - Specified Leave Request Form for Owner Operators

Full Name: \_\_\_\_\_ Driver Number: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Vehicle Type: \_\_\_\_\_

### Specified Leave for Owner Operators

Owner Operators will be entitled to 10 specified leave days per calendar year. Specified Leave days can be booked at any time throughout the course of the year with mutual consent from the Company. Consent will not be unreasonably withheld. The request form provided (Appendix "D") for the specified leave days will include the 10 non-operating days as the default.

- I wish to take my specified leave days on the "non-operating days"
- I wish to take my specified leave days on the following days:

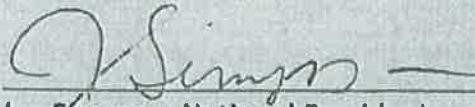
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Operator

\_\_\_\_\_  
Date

The Canadian Union of Postal Workers

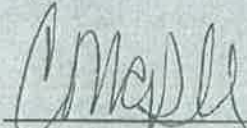
TForce Final Mile Inc.



Jan Simpson, National President



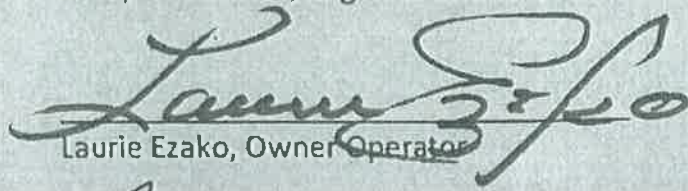
Kim Glenn, Director Human Resources



Cindy McDonnell, Regional Grievance Officer



Luke Henshaw, Director Operations



Laurie Ezako, Owner Operator



Patrick Ward, Owner Operator

Signed this 20<sup>th</sup> day of August, 2020.