

COLLECTIVE AGREEMENT

BETWEEN

TForce Integrated Solutions
(hereinafter referred to as “the Employer”)



-and-

UNITED STEELWORKERS, LOCAL 1976
(hereinafter referred to as “the Union”)



TERM: February 1, 2022 – January 31, 2025

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ARTICLE 1 - PREAMBLE

- 1.01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Employer and the members of the bargaining unit and to set forth in the basic Agreement, rates of pay, hours of work and conditions of employment to be observed between the parties hereto. Both parties are pledged to cooperate and assist to the fullest extent in promoting safety, efficiency and the successful operations of the Company.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 This Agreement shall apply to all Dock persons, Forklift Operators, and Lead Hands employed at the Company's Toronto and Vancouver warehouse locations.
- 2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement. The Employer agrees to bargain with no other Union during the life of this agreement. The Company agrees not to enter into any agreement or contract with the Union employees individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be null and void.
- 2.03 All employees covered by the agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union.
- 2.04 Employees are required to provide the Company with their current mailing address and telephone number. The Company shall provide a copy of this information to the Union every six (6) months. The Company will have no financial obligation to any employee or for missed work opportunities if accurate information is not on file.

ARTICLE 3 - NO STRIKES OR LOCK-OUTS

- 3.01 There shall be no lockout by the Employer, or strike, slow-down, sit-down, or suspension of work, either complete or partial, by the employees or any portion of the membership, during the term of this Agreement, or until same is legal pursuant to the Canada Labour Code.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the business enterprise and its facilities, equipment and direction of the working forces are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency;
 - (b) Select, hire, discharge, promote, demote, transfer, assign, schedule, lay off, recall and suspend or otherwise discipline employees, provided that if any

employee has been discharged or disciplined without just cause or promoted, demoted, transferred, laid off or recalled contrary to the provisions of this Agreement, a grievance may be filed and dealt with in accordance with the Grievance Procedure;

- (c) Make and enforce and alter from time to time reasonable rules, regulations, practices and policies to be observed by the employees. The Employer may alter same from time to time, provided that the Union will be given prior reasonable notice to such alterations and will be subject to discussion with the Joint Labour/Management Committee prior to implementation.
- (d) Determine the location and extent of its operations and their commencement, expansion curtailment or discontinuance; the work to be done, the products to be handled, stored or distributed; the standards of performance; the scheduling of work; to determine the hours of work and or schedules of work; to pick the number of shifts and adjust same from time to time; to establish, change or abolish job classifications; to shut down permanently or by day or week or for any other periods; to determine methods, processes and means of performing work, standards of efficiency and quality of work; job content and requirement; the use of improved or changed methods or equipment; the number of bargaining unit members needed by the Employer at any time and how many shall work in any job; starting and quitting times; methods to be used to ensure security of the Employer's property; and generally the right to manage the enterprise and its business are solely and exclusively the right of the Employer.
- (e) Have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
- (f) In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, non-discriminatory and in a manner consistent with the Agreement as a whole. Failure by the Employer to exercise any of its management rights or other rights shall not be an abandonment of those rights.
- (g) In so far as that none of the aforementioned management rights will be administered in a manner that is contrary to the terms and conditions set forth in the entire Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 There shall be no discrimination, intimidation or coercion by the Employer or the Union, or its members, against any employee because of race, creed, colour, sex, or national origin, or because of any physical disability or because of any activity or non-activity in the Union.

5.02 **Human Rights**

The Employer and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of

employees because of race, sex, sexual orientation, creed, religion, colour, age or national origin or any other prohibited grounds or provisions recognized by the Canadian Human Rights Code, the Canadian Industrial Relations Act, the Canada Labour Code, and the Company's policy related to Workplace Violence and Harassment.

- 5.03 All terms using the male gender in this contract refer to both male and female employees.

ARTICLE 6 - ANTI-HARASSMENT

- 6.01 The Employer and the Union recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee. As such, all bargaining unit members, management and Union Representatives are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment under a prohibited ground contrary to the Canadian Human Rights Act.

The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, nation or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behaviour was unwelcome or inappropriate in the work place.

Harassment may take many forms, including: threats, intimidation, verbal abuse, unwelcome remarks, innuendo, offensive and inappropriate material, hate literature, offensive jokes.

Sexual Harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

Sexual Harassment may include but is not limited to: suggestive remarks, jokes, innuendo, or taunting in a sexual context; unwanted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one's sex or one's sexual orientation; sexual assault.

The Company and the Union recognize that harassment and sexual harassment is unacceptable behaviour and will not be tolerated in the workplace. The Company has a Discrimination and Harassment Policy. Employees with questions may contact the Vice-President, Human Resources. Collect calls will be accepted.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- 7.02 The Union will give reasonable notice to the Employer of any changes in union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- 7.03 No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

USW Local 1976
2360 De Lasalle
Suite 202
Montreal, QC H1V 2L1

- 7.04 The monthly remittance shall be accompanied by a summary of the dues calculations made for the month, each month, as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month.
- 7.05 The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).
- 7.06 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of this Article is to establish a procedure for the settlement of grievances. Disputes in respect to the meaning, interpretation of alleged violations of the terms of this Agreement, or when an employee claims that he has been unjustly dealt with in respect thereof and he is unable to obtain satisfactory explanation directly from his immediate supervisor, may be dealt with in the following manner:

STEP 1

The aggrieved employee or the Union Representative shall present the grievance in writing to the employee's Supervisor/Manager within 14 calendar days following the cause of the grievance. The grievance must include all of the details of the cause of the grievance. Such Supervisor/Manager will render a decision in writing, outlining the reasons for the decision, within 14 calendar days following receipt of the written grievance.

STEP 2

If the grievance is not settled at Step 1, the Union Vice-President may appeal the decision in writing, giving his reasons for the appeal, to the officer designated by the Company, within 42 calendar days following receipt of the decision rendered in Step 1. Such Company officer will render a decision in writing, giving his reasons for the decision within 42 calendar days following receipt of the appeal.

The Union or the Employer may initiate a policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within Forty two (42) calendar days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.

The time limitations prescribed in this article may be extended by mutual consent of the parties

All time limit restrictions in Article 8 and Article 10 will be automatically extended between the period of December 22 and January 5 inclusive each year.

A grievance with respect to a dismissal shall commence at Step 2 of the grievance procedure within forty two (42) calendar days of the notice of dismissal

ARTICLE 9 - ARBITRATION

- 9.01 Either of the parties may, within thirty (30) calendar days of having exhausted the steps outlined in the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration.
- 9.02 The grievance shall be heard by a sole arbitrator, selected by the parties. In the event that the parties cannot agree on an arbitrator, one shall be appointed by the Federal Mediation and Conciliation Services of Labour Canada.
- 9.03 No person may be appointed as an arbitrator who has been involved or directly interested in the controversy under consideration.
- 9.04 The decision of the arbitrator shall be final and binding upon all parties concerned.
- 9.05 Grievances submitted to an arbitrator shall be in writing and shall clearly specify the nature of the issues. In reaching his decision, the arbitrator shall be governed by the provisions of this Agreement.
- 9.06 In no event shall the sole arbitrator alter, modify or amend any part of this Agreement, nor shall he have the authority to make any decisions inconsistent with the provision hereof. The sole arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he may deem just in the circumstances.
- 9.07 The expense and fee of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

- 9.08 With the intention of having a simplified and accelerated system of arbitration, an expedited arbitration process may be agreed to by the parties for the resolution of the grievance. Both parties will meet within thirty (30) calendar days to establish the guidelines for the expedited process.
- 9.09 The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in its turn submit within twenty-one (21) calendar days to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator, and that selection shall be final.
- 9.10 The arbitrator shall have no power to add to, or subtract from or modify any of the terms of the agreement.
- 9.11 At the hearing before the arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 9.12 The arbitrator shall issue a written decision which is final and binding to the parties concerned within thirty (30) calendar days following the conclusion of the hearing, or as otherwise mutually agreed.
- 9.13 The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

ARTICLE 10 – DISCIPLINE

- 10.01 An employee may only be disciplined or dismissed for just cause after an interview has been held in accordance with Article 10.02. It is understood that the Company has met its obligation to hold an interview by providing 24 hours' notice of the interview to the employee or making reasonable effort to notify the employee. In the event the employee does not appear for the interview without a reasonable excuse, the Company shall be entitled to proceed with disciplinary action without an interview. In cases where the employee provides a reasonable excuse for his inability to attend the interview, the interview shall be rescheduled to be held on his return to work and time limits under Article 10.02 shall be waived.
- 10.02 Whenever an employee is to be interviewed by the Company with respect to his work or his conduct in accordance with Article 10.01, an accredited Union representative, selected by the employee, must be in attendance. In the event the accredited Union representative selected by the employee is not available another accredited representative selected by the employee will be substituted. Such interview and any subsequent interviews dealing with the incident must be held within 14 calendar days from the date the incident became known to the Company, unless mutually agreed. Such agreement will not be unreasonably withheld. The employee to be interviewed shall be notified in writing, no less than 24 hours prior to the scheduled interview time. This notice shall include the reason the interview is being held, including the subject matter with applicable details, to be investigated. Whenever a written statement by a person employed by the Company is entered at

- the interview, the employee will have the right to request the presence of that person at the interview. The employee and his Union representative may ask appropriate questions to all parties at the interview. In matters concerning allegations of sexual harassment and/or workplace violence the person making the accusation will not be required to be present at the interview or answer questions.
- 10.03 Failure to comply with Article 10.02 shall render any conclusion null and void and any statements at such interview inadmissible at any subsequent proceedings.
- 10.04 An employee may be held out of service for a period of not more than four (4) working days for infractions of a serious nature. This practice is only to be utilized in cases of alleged infractions of a serious nature where it is in the best interest of the public, the Company, or fellow employees. This provision is not to be used as a form of discipline. In the event an employee is held out of service, the interview is to be held as soon as possible. Where no discipline has been awarded after the interview has taken place, all lost wages as a result of the employee being held out of service will be paid via a separate pay code or payroll deposit.
- 10.05 Any discipline or dismissal of an employee must be communicated in writing within 14 calendar days of the interview. A full and detailed explanation of any discipline given will be provided to both the Unit Chair and the employee. The time limits herein may be extended by mutual agreement.
- 10.06 During the interview the employee or his accredited representative shall have the right to read, review and ask questions concerning any documents, tapes or videos as they are presented by the Company and copies will be presented at that time. Copies of the interview notes will be provided to the employee and the Unit Chairperson within 4 working days of the interview.
- 10.07 If, in the final decision, the charges against an employee are not sustained, his record shall be cleared of the charges. If suspended, or dismissed, he shall be returned to his former position and reimbursed for wages lost, less any earnings derived from outside employment during the period so compensated. If the interview was away from home, he shall be reimbursed for reasonable travel expenses upon presenting receipts.
- 10.08 All verbal and/or written warnings will be removed from a bargaining unit member's file after a period of twenty-four (24) months has elapsed unless there is a repeat infraction within the twenty-four (24) month period, in which case warnings would remain for an additional twenty-four (24) months. Suspensions older than twenty-four (24) months will not be used in progressive discipline. In calculating the said twenty-four (24) month period, absences by the bargaining unit member from work for vacation, paid bereavement leave and Union leave will be included.

ARTICLE 11 - REPRESENTATION

- 11.01 The Steward shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement without loss of pay.

11.02 The Steward shall not leave his work to investigate or process any grievance or to negotiate with the Employer without the prior consent of the Steward's supervisor. Consent from the supervisor will not be unreasonably denied.

11.03 **Representations**

The Employer will not make any verbal or written agreement with a bargaining unit member without the express consent of the Union.

11.04 No individual bargaining unit member or group of bargaining unit members shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its USW Staff Representatives.

11.05 During the term of this Agreement, designated Union Representatives may be provided access to the Employer's premises for the purpose of observing compliance with the terms of this agreement, as well as to adjust any grievances or complaints arising under this Agreement, provided the Union Representative(s) has contacted the Branch Manager or his/her designate at least twenty-four (24) hours in advance of the proposed visit, wherever possible, and shall explain the nature and purpose of the visit and the persons to be visited. At all times while on the Employer's premises, Union Representatives shall comply with the Employer's safety and security policies, confidentiality policies and practices. The Employer has the option of accompanying any Union Representative while in the operating areas. Conferences or meetings between Union Representatives and bargaining unit members shall be conducted in non-working areas and on non-working time so that there shall be no interference with, or interruption of normal operating conditions. The parties may mutually agree to other conference or meeting arrangements when necessary and appropriate.

11.06 The Employer recognizes that the Union has the right to train and appoint Shop Stewards. In order to provide efficient Union representation, the Union agrees to provide the Employer with a list of Shop Stewards within the business.

11.07 The Employer agrees to recognize the duly appointed or elected Shop Stewards, provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.

11.08 The Union acknowledges that the Stewards have their regular duties to perform on behalf of the Employer and that Stewards may not leave their regular duties without the permission of their immediate supervisor and shall provide an appropriate explanation of the nature of business to be conducted and expected time requirements. A Steward's discussion with employees will be conducted in such a way as to minimize disruption to normal operations and at no time shall an employee be interrupted from his/her duties without the prior permission of his/her immediate supervisor.

ARTICLE 12 – SENIORITY

- 12.01 New employees shall serve a probationary period of four-hundred and eighty (480) working hours before acquiring seniority rights, which shall then date back to their respective date of starting to work with the Employer. Hours worked on modified duties as a result of an illness or injury will not be included in this calculation.
- 12.02 Separate seniority lists for employees will be maintained. Lists by terminal will be supplied to the Union office and posted on the Union bulletin board every six (6) months (January 31 and June 30 of each year).
- 12.03 The parties agree and shall continue to recognize that job opportunities and job security shall increase in proportion to length of service. Therefore, in all cases of vacancy, promotion, transfer, layoff and recall from layoff, senior employees shall receive preference provided they have sufficient skill and ability to perform the required work.
- 12.04 The Company shall post vacancies for Leadhand positions to provide opportunities for all employees to apply. The Company will make the selection at its sole discretion and such selection will not be subject to any provisions in the Collective agreement including, but not limited to, seniority, job postings and grievance procedure.
- 12.05 Seniority, once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if he voluntarily quits;
 - (b) if he retires;
 - (c) if he is discharged for any cause and not reinstated through the Grievance Procedure;
 - (d) if he fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;
 - (e) if he has been on lay-off or a medical leave of absence for a period equal to his previous seniority to a maximum of twelve (12) months. The time limits may be extended by mutual consent.
 - (f) if the leave of absence is used for a purpose other than which the leave is granted;
 - (g) if he fails to report for work for three (3) working days without notifying the Employer;

12.06 **Recall**

When recalling an employee after layoff, he shall be notified by registered mail or signature required Courier. An employee to whom a recall letter is sent in accordance with this Article must contact his supervisor within forty-eight (48) hours of receipt of the notice of return to work. The employee will be allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. It shall be the employee's responsibility

to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

- 12.07 In the event a person with seniority in the bargaining unit is transferred to a position outside the bargaining unit, he will maintain seniority for a period of six (6) months, after which time he shall lose all accumulated seniority. At six (6) months a determination will be made as to whether the transferred employee will remain as a permanent out-of-scope employee, or be returned to his previous position within the bargaining unit. These time limits may be extended by mutual consent. Should an employee transfer to a position outside of the bargaining unit to cover an approved leave, the employee will maintain seniority for the duration of the leave.
- 12.08 The Company shall deduct on the payroll from the wages due and payable for each such employee, an amount equivalent to the full monthly dues of the Union, subject to the conditions and exceptions set forth in the Collective Agreement.

12.09 **Job Posting**

- (a) All permanent vacancies for Dockperson, Forklift Operator and Lead-hands and newly created positions shall be posted for five (5) working days. Any employee desiring the position must make written application to the Employer on a form supplied by the Company within the five (5) day posting period. The selection shall be made in accordance with the criteria set out in Article 12.03.
- (b) Employees returning from vacation or authorized leave of absence as outlined in Article 14 will be permitted to apply, upon return or within five (5) working days thereafter, for any bulletin which is posted during the employee's absence.
- (c) Temporary vacancies expected to last more than three (3) working days shall be posted and filled in accordance with Article 12.03. Vacancies caused by vacations shall not be posted. The person filling such vacancy shall receive his regular rate or the rate of the posted job, whichever is greater. Temporary vacancies beyond thirty (30) days may be extended by mutual agreement.

12.10 **Layoffs**

In the event of a downturn in business that requires a reduction of workers, all agency employees will be let go before any employee, probationary, casual, or part-time employees are laid off, subject to the requirement that the employees are qualified to perform the required work. Should further layoffs be required, the Employer will lay off part-time, casual and probationary employees prior to any full-time employees being laid off. The Employer will give employees twenty four (24) hours' notice of layoff or pay in lieu of notice.

Layoffs will be done in reverse order of seniority, by classification and shift. To avoid layoff, a more senior employee can bump any junior employee provided he is able to perform the full requirements of the job.

In the event of a temporary layoff, those being laid off are to have their medical, dental and life insurance benefits continued until the end of the month in which the layoff occurs.

12.11 **Temporary Transfers**

Employees transferred temporarily to a higher paying job are to be paid the rate in the classification at a level in the wage grid that provides an increase, or the rate applicable for their level of experience in the classification, whichever is greater, provided they remain on the job for one (1) full hour and provided they are capable of doing the job.

Employees transferred to a lower paying job are to be paid the rate of the job to which he transferred or his own rate, whichever is greater, unless the transfer is for the convenience of the employee or to avoid a layoff, in which case he shall be paid the rate of the job to which he has been assigned.

12.12 **Changing Classifications**

Should an employee successfully post into a higher classification, the employee will enter the higher classification at a level in the wage grid that provides an increase. The employee will then progress to the next level on the wage grid in the allotted time frame.

12.13 Subsequent to the date of ratification of this Agreement, employees of temporary agency service providers who accumulate 750 hours of work in any position covered by the collective agreement will be offered employment with the Company. The requirements of Article 12.01 will be waived for these employees.

12.14 Employees promoted to excepted or official positions with the Company shall have their names removed from the seniority list six (6) months after promotion. The Company may elect to revert the employee to the bargaining unit, or the employee may elect to revert to the bargaining unit at any time within the six (6) month period. All time spent in an excepted or official position with the Company including relief/temporary will be cumulative. Employees released from such positions must revert to the seniority list and classification from which promoted, unless such classification is held by a senior employee. In such instance, an employee may exercise his seniority to displace a junior employee on that seniority list.

12.15 **Terminal Closure & Significant Change**

In the event the company closes a terminal facility or implements significant operational or technological change which has an adverse effect on 25% or more of the employees at a work location, the company will advise the union not less than 30 calendar days' prior to the change. If requested, the company will meet with the union to discuss the change and investigate measures to minimize the adverse effects. These measures will include discussions on ways to assist employees to transfer to other locations and assistance to find alternate employment.

Employees with one or more completed years of service, laid off as a result of a terminal closure or the implementation of a company initiated significant change, will receive one (1) weeks' severance at their regular rate of pay for each completed year

of service, based on the average number of regular hours paid in the 12 weeks prior to the change. Eligible employees will receive a minimum of two (2) weeks' severance

ARTICLE 13 - HOURS OF WORK

13.01 The normal work week shall be Monday through Sunday, not to exceed forty (40) hours per week. Employees reporting for work will be paid a minimum of three (3) hours pay at the straight time rate of pay and if required to perform work beyond three (3) hours shall be paid on the minute basis for work in excess of three (3) hours.

(a) The normal work day shall not exceed eight (8) hours.

(b) Employees working an eight (8) hour shift shall be entitled to two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute break.

For shifts greater than six (6) hours but less than eight (8) hours employees will be provided one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute break.

For shifts of less than six (6) hours employees will be provided with one (1) paid fifteen (15) minute break.

All breaks paid and unpaid wherever possible will be provided at mid points within the shift.

(c) Meal periods – the time allotted for the unpaid meal period can vary between thirty (30) and sixty (60) minutes for all full time employees according to the needs as determined by the Company.

13.02 (a) Overtime shall be paid at the rate of one and one-half (1½) for all hours worked in excess of forty (40) hours per week and/or in excess of eight (8) hours per day

In a week in which a statutory holiday is celebrated on a regular work day, overtime will be paid for all hours worked in excess of thirty-two (32) hours

13.03 The Employer shall endeavor to distribute overtime as equitably as is practicable amongst those employees who normally perform the work required.

13.04 **Overtime**

Overtime will first be offered to employees who are scheduled for less than eight (8) hours per day and who are actually performing the work at the time of the overtime assignment. Thereafter, the overtime work will be offered to employees by classification and shift in order of seniority, first on a voluntary basis and then by reverse order of seniority.

- 13.05 When continuous work is to be performed on any regular shift at the time that one's shift is ending and said work does not constitute overtime work; that work will be offered to qualified company employees who are actually performing the work at the time of their assignment before the work is offered or done by any temporary agency worker. Any continuous work that results in overtime work being required will fall under the procedures to be followed in Article 13.04.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Upon written request, the Employer may grant a leave of absence of up to thirty (30) consecutive days without pay to employees for legitimate personal reasons, including illness and accidents. The employee may submit a request to renew in writing such a leave of absence at the end of each thirty (30) day period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.
- 14.02 Leave of absence will be granted to employees serving on committees of their Unit, upon request to the officer in charge, to deal with Unit matters. Whenever possible seventy two hours advance written notice will be given.

If leave of absence is necessary for union business outside the Unit, such a leave of absence will be granted upon written request of not less than seventy two hours, to the officer designated by the Company, by the President or his accredited representative.

- 14.03 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 14.04 Employees elected or appointed to full time Union positions representing TC Local 1976 of the USW represented employees covered by this Collective Agreement shall retain and accumulate seniority during the period spent occupying such elected or appointed full time Union position.

Vacancies resulting from full time duly elected or appointed Union Officers being granted leaves of absence of more than one year duration shall be posted as permanent.

When reverting to their position he must revert to the seniority list and position from which the union leave was granted, unless such position has been abolished or is held by a senior employee. In such instance the employee may exercise his/her seniority to displace any junior employee on any other seniority list at the location.

- 14.05 **Sickness & Medicals:** Permanent employees necessarily off duty indefinitely on account of bona fide illness or disability will retain all seniority rights.

If a permanent employee takes a medical examination at the Company's request during his normal working hours, he shall be paid for the time. Not less than one day's notice will be given.

A permanent employee required to undergo a periodic or special medical examination by a doctor designated by the Company shall comply provided that the Company pay for all such examinations and provided that a copy of the report is given to the employee's physician. It is understood that the report shall only be disclosed to Company head office officials and/or the Company's insurance administrators.

- 14.06 Sick or Personal Days: Employees are entitled to and shall be granted Personal Leave of no more than five days per calendar year to heal from an injury or illness, take care of health obligations for any member of their family or care for them, take care of obligations related to the education of any family member under age 18, manage any urgent situation that concerns them or a family member, attend their citizenship ceremony under the Citizenship Act, or manage any other situation prescribed by regulation. Leaves will be administered in accordance with the applicable provisions of the Canada Labour Code. If employees have completed three consecutive months of continuous employment with the employer, the employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages. Leave must be a minimum of a full-shift in duration, and will be paid at the employee's regular wages and schedule. The Company may request that the employee provide documentation to support the reasons for the leave prior to granting the leave, or remitting any payment.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 Paid bereavement leave will be granted to full-time or part-time employees having completed their probation period, who suffer a death in the immediate family.
- 15.02 Immediate family, for bereavement leave purposes, includes spouse (including a common law spouse), parents, parent's spouse (including common law partner), mother- and father-in-law and their spouses (including common law partner), children, daughter-in-law and son-in-law, brothers, sisters, grandparents, grandchildren and relatives who live with the employee permanently or with whom the employee lives.
- 15.03 The bereavement leave will be for a period of up to three (3) working days in the event of the death of an employee's spouse or child (including children of spouse or common law partner) and parents.
- 15.04 Up to three (3) working days for the balance of the immediate family as per Article 15.02, immediately following the date of death.
- 15.05 The Company may require that an employee provide satisfactory proof of death in order to establish his right to paid bereavement leave.
- 15.06 Bereavement days are paid on the basis of the employee's regularly scheduled hours of work at his regular straight time hourly rate.

ARTICLE 16 - JURY DUTY AND COURT APPEARANCES

- 16.01 An employee who is selected for service as a juror will be compensated for loss of

pay from his regularly scheduled shift due to such jury service. Such compensation will be based on his regular scheduled hours at his regular straight time hourly rate less the fee received for his services as a juror. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the job to complete his remaining normally scheduled work day.

- 16.02 In order for an employee to qualify for payment under this Article, he must:
- (a) inform his immediate supervisor within twenty-four (24) hours of receipt of notification of his selection for service as a juror;
 - (b) if released from service as a juror and four (4) hours or more remain in the employee's regular scheduled hours, he must return to the job to complete his remaining normally scheduled work day;
 - (c) provide a written statement to the Employer indicating the date of service as a juror, the time so spent and the fee received for his services as a juror; and;
 - (d) have completed his probationary period.
- 16.03 Employees who are subpoenaed to attend a Company-related court hearing or Coroner's inquest will receive their stated rate of salary. In such cases, all witness fees will be deducted from the employee's wages prior to payment. Employees called upon to attend court or investigations, at the request of the proper officials of TForce, will receive pay at their stated rate of salary, and if away from home will be allowed transportation and reasonable actual hotel and living expenses when supported by proper vouchers. In such cases all witness fees and mileage fees allowed to such employees will be paid over to the Company. It is understood that if attendance in court or at investigations at the request of the proper officials of the Company results in reduction of time between shifts, employees shall be compensated by the Company

ARTICLE 17 - SAFETY AND HEALTH

- 17.01 (a) The Employer recognizes its obligations to provide as safe and healthful a working environment for employees as it reasonably can and both parties to this Agreement agree to use their best efforts, jointly, to achieve that end. The Employer agrees to provide the appropriate job training and safety and health education for all employees.
- (b) The Employer and the Union will maintain an Occupational Health and Safety Committee as required by Part II, Canada Labour Code.

17.02 Safety Boots

The Employer will reimburse employees who have completed their probationary period an amount of ninety five dollars (\$95) for the purchase of approved safety footwear once every twelve (12) months upon receiving proof of purchase.

17.03 The company will provide spill kits at the terminals.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following shall be recognized as holidays to be paid for on the basis of the employee's regular scheduled hours at his regular straight time hourly rates.

- | | | |
|--|---|---------------------|
| 1. New Year's Day | 3. Good Friday | 7. Labour Day |
| 2. Family Day (in lieu of National Day for Truth & Reconciliation) | 4. Victoria Day | 8. Thanksgiving Day |
| Ontario: 3 rd Monday in February | 5. Canada Day | 9. Christmas Day |
| British Columbia: 2 nd Monday in February | 6. Civic Holiday (in lieu of <i>Remembrance Day</i>) | 10. Boxing Day |

The Company may substitute another day for a general holiday and the substituted day shall be deemed to be a general holiday.

In addition to the above-mentioned Statutory Holidays, employees will have one (1) paid Float Day each year upon completion of their probationary period. Employees can request their float day at least 48 hours prior to the requested time off. Approval will not unreasonably be withheld.

18.02 If an employee works on any of the said holidays, he shall be paid for all hours worked on the holiday at one and one-half (1½) times his regular straight time hourly rate of pay in addition to his holiday pay as herein provided for.

18.03 An employee will be paid for a holiday provided he/she:

- (a) has worked at least thirty (30) days preceding the holiday;
- (b) works on such holiday(s) if he is scheduled to work; and
- (c) is on the active payroll of the Employer and not on a leave of absence, sick leave, workers compensation or layoff; and
- (d) has been in the employ of the Company in excess of thirty (30) days.
- (e) Holiday pay will be calculated as one-twentieth (1/20) of regular wages earned excluding overtime during the four weeks that proceeds the week that the holiday falls in.

18.04 When any of the said holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's pay at his regular straight time hourly rate or to an extra day's vacation with pay, as the employee elects.

18.05 When a holiday falls on an employee's rest, vacation or other paid day that he is not required to work, such holiday shall be moved to the normal working day immediately following the employee's rest day.

ARTICLE 19 - VACATIONS

19.01 An employee who at the beginning of the calendar year has;

- (a) completed one (1) year of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks' vacation. Payment will be based on four percent (4%) of his gross vacationable earnings for the current year;
- (b) completed five (5) years of continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks' vacation. Payment will be based on six percent (6%) of his gross vacationable earnings for the current year;
- (c) completed ten (10) years but less than twenty (20) years of continuous service with the Employer shall receive four (4) weeks' vacation. Payment will be based on eight percent (8%) of his gross vacationable earnings for the current year;
- (d) completed twenty (20) years or more of continuous service with the Employer shall receive five (5) weeks' vacation. Payment will be based on ten percent (10%) of his gross vacationable earnings for the current year.

19.02 Employees with less than one (1) year of service will earn vacation at the rate of 8 hours vacation for every 200 hours worked to a maximum of ten (10) days. Payment will be based on four percent (4%) of his gross vacationable earnings for the current year. No vacation may be taken until after the probationary period is completed.

19.03 Employees will be paid their regular rate of pay for time off while on vacation. However, in the event an employee's service terminates for any reason and vacation paid during the year is greater than the amount accrued, the overpayment of vacation pay will be deducted from wages owing.

19.04 Employees who have taken their vacation entitlement in accordance with Article 19.01 but have not accrued sufficient vacation pay by December 31st, will have the overpayment of vacation pay deducted from their wages no later than the second pay date in January of the following year.

19.05 Any accrued vacation pay owing to employees at the end of a calendar year will be paid out as a lump sum no later than January 31st of the following year.

19.06 Employee's whose service terminates for any reason will receive all accrued vacation pay earned in accordance with Article 19.01 on their final pay cheque.

19.07 Vacations will as far as practicable based on the operational needs of the Company be granted at the times most desired by the employees.

An employee to qualify for consideration of his request for vacation in accordance with his seniority standing must submit his request to the Company of his preferred vacation between November 1st and December 31st of each year.

Vacation requests for the Month of January will be handled on a first come first serve basis and responded to, in writing, within five (5) days of request.

The vacation schedule will be finalized and posted by the 1st of February each year. The employer shall update the vacation schedule on a monthly basis.

Employees wishing to split vacation periods can only exercise their seniority for one period.

An employee, who before going on annual vacation becomes ill or injured, shall have the right to terminate his vacation. Unused vacation time will be rescheduled as may be mutually agreed between the proper officer of the Company and the employee.

Those Employees failing to submit vacation requests by December 31st of each year will have his/her vacation scheduled at times most convenient to the Company.

ARTICLE 20 - REPORTING AND EMERGENCY CALL-OUT PAY

20.01 Reporting Pay

An employee who reports for work as requested and is sent home because no work is available, unless previously notified not to report, shall be paid the equivalent of four (4) hours at his scheduled hourly rate, providing that such lack of work is not caused by power failure or any event outside the control of the Employer, and provided further that such employee may be required to perform such alternative work as may be available. This will not apply if an employee leaves voluntarily.

20.02 Emergency Call-Out Pay

An employee called in to work after leaving the premises of the Employer shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate.

ARTICLE 21 – PREMIUMS

21.01 Shift Premium

The Toronto shift premium shall be one dollar and twenty five cents (\$1.25) per hour for hours worked on shifts that commence between 23:59 and 02:00 hours.

The Vancouver shift premium shall be two dollars (\$2.25) per hour for all hours worked between 12:00 a.m. (midnight) and 6:00 am.

ARTICLE 22 – WORKWEAR

22.01 Workwear

The company will supply work gloves and dust masks upon request. Gloves will not be worn when working with conveyor equipment

ARTICLE 23 – BENEFITS

23.01 Benefits

The Employer shall provide an Employee Benefit Plan in accordance with the current Group Insurance Plan in effect for employees who have completed their probationary period.

ARTICLE 24 – GENERAL

24.01 Errors in Pay Cheques

Overpayments of less than thirty (\$30.00) dollars will be repaid in one (1) payment. Overpayments in excess of thirty (\$30.00) dollars will be repaid in two (2) installments.

Any pay shortage over thirty (\$30.00) dollars will be paid by manual cheque within five (5) days of the employee reporting the shortage.

24.02 New Classifications

When a new classification is created, the Company shall determine the rate of pay for such classification. If the Union challenges the rate, the Union shall have the right to a meeting with the Company to endeavor to negotiate a mutually satisfactory rate. If an agreement cannot be reached, the matter may be referred to arbitration as provided in the Agreement. The decision of the arbitrator shall be based on the relationship established with the rates for other classifications in the bargaining unit having regard to the requirements of such classification and shall be effective the date of the Union challenge.

24.03 The Company agrees to provide the Union the documentation it requires to represent its members, the bargaining unit of the Company.

24.04 Contracting Out

The Company will consult with the Unit President or his delegate in the event that work is to be contracted out and will give full consideration to the Union's suggestions for alternative options to contracting out.

ARTICLE 25 - PRINTING OF THE AGREEMENT

25.01 The Union will undertake the responsibility for the printing of the Collective Agreement as may be required from time to time. The Company will pay the cost of the printing.

ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement shall commence on February 1, 2022 and end on January 31, 2025, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Employee Wages

		Year 1	Year 2	Year 3
		01-Feb-22	01-Feb-23	01-Feb-24
Dock	<i>Start</i>	\$16.47	\$17.05	\$17.65
	<i>6 Months</i>	\$16.73	\$17.32	\$17.93
	<i>12 Months</i>	\$16.99	\$17.59	\$18.20
	<i>18 Months</i>	\$17.25	\$17.86	\$18.48
Forklift	<i>Start</i>	\$17.77	\$18.40	\$19.04
	<i>6 Months</i>	\$18.03	\$18.66	\$19.32
	<i>12 Months</i>	\$18.29	\$18.93	\$19.60
	<i>18 Months</i>	\$18.55	\$19.20	\$19.88
Lead Hand	<i>Start</i>	\$20.68	\$21.40	\$22.15
	<i>6 Months</i>	\$20.94	\$21.67	\$22.43
	<i>12 Months</i>	\$21.20	\$21.94	\$22.70
	<i>18 Months</i>	\$21.46	\$22.21	\$22.98

Red Circled Employees

Employees currently receiving an hourly rate of pay higher than the basic rate of pay wage for the position held will receive a lump sum payment equal to the percentage of the General Wage Increase calculated upon the Employees' prior year's earnings for each year of the collective agreement or until the employee's rate equals or exceeds the basic rate of pay for the position, payable the first pay period following the implementation of each general wage increase.

Letter of Understanding #1

between

T-Force

and

**United Steelworkers
TC Local 1976**

Supervisors Performing Bargaining Unit Work

Supervisors shall not perform bargaining unit work on a regular on-going basis but may assist in emergency situations and for training purposes.

LETTER OF UNDERSTANDING #2

BETWEEN

TForce Integrated Solutions

(“the Company”)

AND

United Steelworkers TC Local 1976

(“the Union”)

Re: Temporary Agency Worker Usage

To the extent that the Company may be required to train its workforce to operate specific Company-owned equipment, pursuant training opportunities will first be offered to full-time bargaining unit members.

It is further understood that temporary agency workers are considered part-time and/or casual whose presence serves to address irregularities in volumes that are inherent to the industry.

It is further understood that trained, unionized workers will have priority over temporary workers when assigning Company owned equipment.

Dated this 25th Day of February 2022.

For the Union:

For the Company:

DocuSigned by:
Glen Rankine

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Glen Rankine
 DocuSigned by:
Annie Dagnault

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Annie Dagnault
 DocuSigned by:
David Hill

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DocuSigned by:
Larry Fuaco

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Larry Fuaco
 DocuSigned by:
Maurizio Lelli

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E&OE

Dated this 3rd day of March, 2022

FOR THE UNION

DocuSigned by:



805A0C4F8A90438
Annie Daighault

DocuSigned by:



675E8C368D0E413
Glen Rankine

DocuSigned by:



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Dave Hill

FOR THE COMPANY

DocuSigned by:



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Larry Fuaco

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Maurizio Lelli

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Russell Pahl

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Joel Andre