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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF POSTAL WORKERS

AND

DIRECT INTEGRATED TRANSPORTATION INC.

(DIRECT DISTRIBUTION CENTRES)

ENTERED

11944(02)

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 Purpose

The purpose of **this** Collective Agreement between the Canadian Union of Postal Workers hereinafter referred to as "the Union" and Direct Integrated ~~Transportation Inc.~~ carrying on business as Direct Distribution Centres (Winnipeg), hereinafter referred to as "the Company" (carrying on business as Direct Distribution Centres) is to establish and ~~maintain~~ rates of pay, **hours** of work, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievances and problems during the term of the Collective Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 Rights

It is recognized that the Company **exercises rights** and responsibilities as management, which are subject to the **terms** of this Collective Agreement.

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 employees 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 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 **Unit.**

ARTICLE 4**UNION DUES****4.01 Compulsory Check-Off**

- a) The Company shall, **as a** condition of employment, deduct from the monthly **earnings** of all **the** employees **in** the bargaining **unit**, the ordinary membership dues of the Union.
- 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 employees of the bargaining unit. The special levy shall, at the request of the Union, be deducted over a period of more **than** one **(1)** month.

4.02 Setting of Dues

The Union shall **inform** the Company in writing of the authorized membership dues to be checked **off** in accordance with clause 4.01.

4.03 Dues Begin Immediately

For the purpose of applying clause 4.01, deductions from pay for **each** employee in respect of each **month** will start from the first month of employment to the extent that **earnings are** available. **Where an** employee 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 **salary**.

4.04 Remit Dues the Next Month

The **amounts** deducted in accordance with clause 4.01(a) shall be **remitted** to the Union by cheque on the last **day** of the **month** following the **month** in **which** the **deductions** were made and shall be accompanied by **the** particulars identifying each employee and **the** deductions made on their behalf.

4.05 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 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** overdeduction of dues and the money has not been remitted to the Union, the Company shall reimburse the employee in the amount of the overdeduction. Such overdeduction shall be reimbursed under normal circumstances in the month following **the** month in which the overdeduction and the failure to remit the dues **to** the Union are verified.

4.06 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 employees belonging to the bargaining unit.

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

4.07 Compulsory Membership

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

ARTICLE 5

DISCRIMINATION

5.01 Discrimination

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

5.02 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** 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".

Satisfactory proof **must** be supplied upon request.

ARTICLE 6**UNION ACCESS****6.01**

An authorized representative of the Union shall have access to the employees 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.

ARTICLE 7**SENIORITY****7.01 Method of Calculation**

- a) Seniority shall be calculated from the first date **worked** for the Company for all workers employed in the Bargaining Unit at **time** of Certification (October 27, 2000). All employees who commenced **working** in the Bargaining Unit following Certification shall be **entitled to seniority** commencing on the date they commenced **working** in the **Bargaining** Unit.
- b) In the event **a final** termination of employment has occurred **and** the employee has been **rehired**, the employee's **seniority** shall be calculated **in** accordance **with** 7.01(a) above from the last date of hire
- c) A final **termination** of employment shall **occur** when the employee is discharged for cause or **has resigned his/her** employment.

7.02 Loss of Seniority

An employee shall lose his/her seniority in the event:

- a) the employee is discharged for **just** cause;
- b) the employee voluntarily **resigns**;
- c) **an** employee voluntarily accepts a Company position outside the **bargaining unit** for a period in excess of **three (3) consecutive months**.

7.03 Use of Seniority

Seniority shall be **used to** accommodate employee preferences **as** follows:

- a) **Subject to** Article 20, selection of vacant positions;

- b) selection of shifts in the classification ~~within~~ the department, in the event of the posting of new or altered schedules of work. There shall be an **annual** bidding of schedules of work if requested by the Union, in all departments/classifications except for CSR, Warehouse and Cross-dock Lead-hands;
- c) choice of vacation periods in accordance with Article 13 of the Collective Agreement;
- d) selection of replacements for employees ~~granted~~ leave for more than ten (10) consecutive working days, where the Company determines that a replacement is required, provided the employee is qualified to perform the work without the need for additional **training**;
- e) there shall be no bumping.

7.04

Notwithstanding Article 7.03 (b) (above) the Company may following **consultation with the Union** alter the starting time of the following positions by a **maximum** of **two (2)** hours. The incumbent of the position **shall** have the option of retaining or rejecting the position **as** altered.

In the event the incumbent rejects the position, Article 7.03 (b) shall apply.

Positions: Customer Service Representative
Warehouse / Cross-Dock Lead ~~Hand~~

7.05 **Seniority Lists**

- a) Copies of seniority ~~lists~~ shall be given by the Company to the **Union**:
 - (i) **as soon as** possible but not later ~~than~~ one (1) **month** following the signing of the Collective ~~Agreement~~;
 - (ii) every **six (6) months** thereafter;
- b) **each** time the Company provides the **Union** with seniority lists in accordance with the previous paragraph, **a** copy shall be posted **on** the information board;
- c) the **seniority list** submitted to the **Union** shall include the addresses and telephone **numbers** of the employees covered by the Collective Agreement.

ARTICLE 8**JOB SECURITY****8.01**

- a) The Company agrees that layoff of any employee shall be by reverse order of seniority. An employee shall be recalled to work in order of seniority. In the event the position that an employee is recalled to is different from the previous position, the provisions of Article 20 shall apply.
- b) No new employee shall be hired unless those employees still on the seniority list have been given an opportunity of recall.

8.02

It shall be incumbent upon any employee to advise the Company of any change in address or telephone during the period of layoff in order to be subject to recall. Such advisement ~~must~~ be in writing to the Branch Manager.

8.03

- a) For the purpose of layoff in accordance with Article 8.01(a) the Customer Service Representatives shall be on a separate seniority list.
- b) In the event the position that is surplus is different from the position of the employee laid off, concurrent with the layoff notice, the Company shall advise the Union in writing. The Company then shall assign the holder of the surplus position to the position of the employee who was laid off.
- c) The Company agrees that, for a period of three (3) months, the wages of the employee so displaced shall remain at the rate the employee held at the time of displacement, or until the employee bids into a higher paying position. This provision shall only apply to layoff of an employee who is in a Transcon classification.

8.04

The Company agrees to provide a minimum of three (3) days' notice, or pay in lieu of notice, when a layoff occurs. The Company agrees to provide one week's notice, or pay in lieu of notice, when a layoff occurs that has a term of greater than three (3) months. Where the layoff has a term of greater than twelve (12) months, or has no fixed recall date, two (2) weeks' notice or pay in lieu of notice shall apply. Such notice shall be provided in writing to both the Union and the employee(s) concerned. The one (1) week notice / payment will be provided, on condition that if the employee is not recalled, and subsequently terminated, the one-week notice will be deducted from the termination notice required under the Canada Labour Code.

8.05

An employee who **is** laid **off** shall be entitled to recall for a **period** of eighteen (18) months.

8.06

An employee who is laid off may either accept or reject **an** offer to return to work without **giving** up the right to further recall.

8.07

An employee who **is** laid **off** shall be offered any available work prior to it being offered to casual employees and may either accept or reject such work.

8.08

The Company agrees that it will advise the **Union** of any intention to contract out work **as** far **as** possible in advance, and will consult with the **Union**.

ARTICLE 9

DISCIPLINE. SUSPENSION AND DISCHARGE

9.01 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 without **just** cause and without the employee 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**.

9.02 Personnel File

- a) The Company agrees that **no** report relating to the employee's conduct or **performance** **may** be **used** against the employee in the grievance procedure nor at **arbitration** unless such report is part of the personnel file.
- b) No **report** may be placed in **the** file or constitute a part thereof **unless** a copy of the said report is sent to the employee **within ten (10) days after** the date of the employee's alleged infraction, or of its coming to the attention of the Company, or of the Company's **alleged source** of dissatisfaction **with** the employee.

- c) Any unfavourable report concerning an employee's conduct or performance shall be removed from the employee's personnel file twelve (12) months from the date of the alleged infraction providing no further infractions have occurred.
- d) Notwithstanding (c) above all reports shall be removed twenty-four (24) months following the date of the alleged infraction.

9.03 Access to Personnel File

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

9.04 Interviews

- a) In the event the Company decides to conduct a disciplinary interview, the Company agrees to notify an employee twenty-four (24) hours in advance of the interview.
- b) If the employee fails to appear at the interview and does not explain their inability to do so to the satisfaction of the Company, the Company shall proceed unilaterally.

9.05 Right to Representation

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

9.06 No Right to Discipline

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

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

Grievance: Any complaint, disagreement, or difference of opinion between the Company, the Union or the employees 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 arbitrable or not, shall be considered as a grievance and shall be settled as hereinafter provided.

Authorized representative of the Union: A person designated by the Union to deal with grievances.

Union steward: Any employee 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 their function, the Union will designate or substitute another **person** to act on their behalf.

10.02

The Union steward shall have the right to prepare and present grievances, in accordance ~~with~~ the procedure herein provided for **and**, for that purpose shall have the right to meet ~~with~~ the employee on behalf of whom the grievance could be submitted, during **non-**working hours.

10.03

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 on whose behalf they are preparing **a** grievance to cause them to **refrain from so doing** or withdraw **a** grievance or **refrain from presenting a grievance as** provided for in **this** Agreement.

10.04

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 employees in accordance ~~with~~ the provisions of **this** Article.

10.05

A grievance **shall** be presented in writing by an authorized representative of the **Union** to the Branch Manager (or designate) of the Company no later than the **20th** *calendar* day after the date **on** which the employee or the **Union** first became **aware** of **the** action or circumstances **giving** rise to the grievance, **failing** which the right to grievance shall be forfeited and waived **by** the **aggrieved** party.

10.06

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, **endeavour 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.

The Union may file a general, **union** or policy grievance only where the matter at issue **is** not a matter capable of being dealt with **as an** individual grievance.

10.07

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

- the Local Office of the Union; and
- the employee on **behalf of** whom the grievance **has** been submitted, if available at the workplace.

10.08

The procedure for resolution of grievances shall be **as** follows:

Step 1: By discussion between the authorized Union representative ~~with~~ the **operations** supervisor or designate.

Within seven (7) days after receipt of the grievance the Company shall submit to the Local Union a written response to the grievance.

Step 2: Where the decision of the Company is not satisfactory to the Union, the grievance may be **presented** to the second **step** of the grievance **procedure**, not later **than** the 10th day after the written decision of the Company **has been** received by the **Union**.

The designated Union representative **and the** branch manager of the **Company** or designate shall **discuss** the grievance in **an** attempt to resolve the matter.

Step 3: If the grievance is not resolved **within twenty (20)** days from the date it **is** received by the Company, the **union** may refer the matter to arbitration.

10.09

The following persons shall act **as** arbitrators to hear grievances:

Diane Jones Q.C.
William Hamilton

They shall be **utilized** in **rotation**.

In the event any **of** the above-listed arbitrators ceases **to** be available, the parties shall **agree to a** replacement. In the event agreement cannot be reached **on a** replacement, **the** Minister of **Labour** shall appoint a replacement.

Until ~~the~~ arbitrator **is** replaced, the remaining arbitrators shall be utilized to **hear** grievances.

10.10

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

It is understood that the arbitrators shall be vested with all the powers conferred upon them by the Canada Labour Code.

10.11

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** arbitrable issue under **this** Agreement and shall not involve the **determining** of **a** subject matter not covered by or arising during the term of **this** Agreement. The arbitrator shall have no jurisdiction to waive any time limit under **this** Article, or to declare that any irregularity **as** to time limits does not **affect** the validity of their decisions or awards.

10.12

The award of the arbitrator shall be final and executory. It shall be binding upon the Company, the Union and the employees.

10.13

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

10.14

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

10.15

The **Union** may, by **written** notice, withdraw **a** grievance at any time. The withdrawal of **a** grievance shall not prejudice the position of the Union **on any** other grievance of **a** similar nature.

ARTICLE 11**WORK IN THE BARGAINING UNIT****11.01**

Unless otherwise specified in the Collective Agreement, an employee in the bargaining unit will not be **required to perform** work outside the bargaining unit.

11.02

The Company shall not utilize non-bargaining unit employees, including supervisors and managers, to do bargaining unit **work**, except in the following circumstances:

- a) for training,
- b) in emergencies,
- c) where no qualified bargaining unit employees are readily available, and
- d) as replacements **in** the event of accident, sickness or other leave.

With respect to (a) above, it must be for the purpose of demonstrating **how to perform** a duty or task.

With respect to **(b)** above, the work must first be offered to bargaining unit employees who are capable of performing the **work**, including the offer of overtime or use of casual employees, **unless** the circumstances of the emergency prevent the offering of overtime **or** the use of casual employees.

With respect to **(c)** and **(d)** above, the work must first be offered to bargaining unit employees who **are** capable of performing the work, including the offering of overtime and the use of casual employees.

11.03

For the purpose of the article, bargaining unit work includes the work described in the **official** job descriptions. **When** the Company creates a new classification **within** the scope of **this** Agreement, the Company may assign an employee to such classification for a period of up to thirty (30) **working** days. **Within this** thirty (30) day period the Company shall post the vacancy in accordance with the provisions of Article 20. The **parties** shall meet and agree **upon a** wage rate for the new classification, and if no agreement can be reached the wage **rate** may be the subject of a grievance.

11.04

The Company **agrees to** create additional full-time bargaining unit positions if the workload demonstrates that additional full-time **positions are** required.

11.05 Casual Employees

- (a) A casual employee may only be used when expressly permitted by the collective agreement. The Company **has no** obligation to provide a casual employee with **work**.
- (b) The Company will maintain **a** list of casual employees, **who** will be offered work by **seniority**, subject to **(e)** below. If an employee misses their call, or is **called and** advises they are unavailable for work, the Company **does** not have to call that employee again that day.

- (c) A casual employee's **seniority** shall commence **from** the first day worked. They shall have a probationary period of 692 hours, and shall have **seniority** only **as** among other casual employees. When a casual employee accepts a position that is full-time, they shall not be required to repeat the probationary period, to the extent it **has** been served.
- (d) Casual employees shall pay dues for all months that they **perform** work in excess of eight (8) hours.
- (e) Casual employees will not be offered jobs they **are** not deemed qualified or able to **perform**.
- (f) Once an employee accepts a temporary vacancy, they will remain in the position for the duration, **unless** they successfully bid on another posted position.
- (g) In the event a casual employee is filling a long term absence and that absence ends, the casual employee shall have the right to bump the most **junior** casual employee covering a long term absence.
- (h) Casual employees shall be covered by all the provisions of the collective agreement except benefits and vacation,
- (i) Casual employees will be paid the Warehouse "B" rate.
- (j) **Casual** employees shall be paid vacation pay at the rate provided for the by Canada **Labour** Code.
- (k) **For a period** of three (3) **months** following ratification of **this Agreement**, the Company shall have the **right** to **continue** its practise of utilizing temporary workers supplied by an agency in **the** business of supplying temporary help, to supplement the workforce, **and** assist With **tasks**; including, but not limited to:
 - a. (i) loading/unloading rail cars, (ii) loading / unloading oversized containers, (iii) loading/ unloading trucks
- (l) Following the implementation of the Casual **List**, the Company will make its best efforts to **maintain** the list. If at any time **after** the three-month implemenation **period**, the Company is unable to fill any work **from** the Casual list, it **shall** have the right **to** revert to the use of temporary agency workers.
- (m) Temporary Workers are not **covered by** the terms of **this** Agreement.

ARTICLE 12**PROBATIONARY EMPLOYEES****12.01**

- a) **There** shall be a probationary period of one (1) month **starting** with the first day of **work**. During **this** period a probationary employee shall accrue seniority and be entitled to the provisions of the Collective Agreement except the right to grieve a discharge or termination.
- b) Following the one (1) month probation period mentioned in Article 12.01(a), a new employee will continue to be on probation until they have accrued four **(4)** months of seniority. **During this** period, **an** employee may be discharged or terminated providing the discharge or termination is not arbitrary, discriminatory, or in bad faith.
- c) **The** probationary period in 12.01 (a) and (b) shall not apply **to** an employee on a shorter probationary period at the signing of the Collective Agreement.

ARTICLE 13**VACATION LEAVE****13.01 Vacation Leave Entitlement**

Vacation Leave entitlement will be based upon the following **shifts**:

- a) **Five (5) days on / two (2) days off**
 - 1) Employees will **qualify** for ten (10) days vacation, and vacation pay will be based on four **per** cent **(4%)** of **earnings**, upon completion of twelve (12) **months** of continuous employment.
 - 2) Employees will **qualify** for fifteen **(15)** days vacation, and vacation pay **will** be based on **six per** cent **(6%)** of earnings upon the completion of five **(5)** years of continuous employment.
 - 3) Employees will **qualify** for eighteen (18) **days** vacation, and **vacation** pay **will** be based on seven and one-fifth per cent (7.2%) of **earnings** at the commencement of the twelfth (12th) year.
- b) **Four (4) days on / three (3) days off**
 - 1) Employees will **qualify** for eight **(8) days** vacation, and vacation pay will **be** based on four per cent **(4%)** of **earnings** upon the completion of twelve (12) months of continuous employment.

- (2) Employees will qualify for twelve (12) days vacation, and vacation pay will be based on six per cent (6%) of earnings upon the completion of five (5) years of continuous employment.
- (3) Employees will qualify for ~~fifteen~~ (15) days vacation, and vacation pay will be based on seven and one-fifth per cent (7.2%) of earnings, at the commencement of the twelfth (12th) year.
- c) Four (4) days on / ~~four~~ (4) days off
- (1) Employees will qualify for eight (8) days vacation, and vacation pay will be based on ~~four~~ per cent (4%) of earnings upon the completion of twelve (12) months of continuous employment.
- (2) Employees will qualify for twelve (12) days vacation, and vacation pay will be based on ~~six~~ per cent (6%) of earnings upon the completion of five (5) years of continuous employment.
- (3) Employees will qualify for fifteen (15) days vacation, and vacation pay will be based on seven and one-fifth per cent (7.2 %) of earnings, at the commencement of the twelfth (12th) year.

13.02

- a) In the assignment of vacations, January 1st of each year shall be considered as the qualifying date for annual leave purposes, after which date ~~annual credits~~ commence for vacation purposes. Separate classification lists based on seniority shall be prepared, completed and posted by the Company no later than March 1st of each year.
- b) For the purposes of this article, the following shall be the classifications:

CSR

Lead Hand

Warehouse / ~~Cross Dock Worker~~

~~MTBB~~ Co-ordinator / Lead Hand / Shipper Receiver

Transcon Co-Ordinator

Transcon Lead Hand

Transcon Dockworker

13.03

- a) The number of employees on vacation leave at one time shall be limited to the number which the Company considers will not adversely affect normal operational requirements, but at least one (1) per classification.
- b) Notwithstanding 13.03(a), a combination of at least three (3) employees from the Warehouse / Cross ~~Dock Worker~~ classification may where possible be scheduled for vacation leave at one time during the months of June, July and August. A casual may be used as replacement for these classifications during these months.

- c) The Company agrees to hold meaningful consultation with the Union regarding vacation leave schedules.

13.04

An employee entitled to vacation leave during the calendar year shall take such vacation as scheduled during that calendar year unless prevented by sickness or a bona fide reason or a change is mutually agreed upon by the Company and employee.

13.05

No employee shall be required to work during their vacation leave.

13.06

- a) In the assignment of vacation leave, employees in each classification shall bid on, and be awarded vacation leave by seniority.
- b) The completed vacation leave schedule will be finalized and posted by the Company on April 1st of each year.
- c) Employees who do not submit a request for vacation in the time allotted, who are prevented from taking their scheduled vacation, or who want to schedule vacation preceding April 1st, shall be granted vacation on a first come basis.

13.07

There shall be no payments made in lieu of vacation leave, except in the case of termination of employment.

ARTICLE 14

DESIGNATED PAID HOLIDAYS

14.01

The following are designated paid holidays:

- (a) New Year's Day;
- (b) **Good Friday;**
- (c) Victoria Day;
- (d) Canada Day;
- (e) August Civic Holiday;
- (f) **Labour Day;**
- (g) **Thanksgiving Day;**
- (h) Remembrance Day;
- (i) **Christmas Day;**
- (j) **Boxing Day.**

14.02

Employees required to **work** on a paid holiday due to contractual obligations of the Company shall receive pay at the regular rate for the hours worked that day and another day **off** with pay, subject to mutual agreement **as** to the date.

14.03

In the event a paid holiday falls **on** an employee's scheduled day **off**, the employee shall receive eight (8) hours regular pay, or another day **off** with eight **(8)** hours regular pay, subject to **mutual** agreement **as to** the date.

14.04

In the event a paid holiday falls on a regularly scheduled work day, and the employee is not required to work, the employee shall receive pay equal to the hours the employee was scheduled to work that day.

14.05

In the event a paid holiday falls **during** an employee's vacation leave, and **on** a day on which he **was** scheduled **to work**, the employee shall receive pay equal to the hours the employee **was** scheduled to work that day, or another day of vacation with pay, subject to mutual agreement **as** to the date.

14.06

There shall be **no** payout of accumulated hours in lieu of paid leave, **except** in the case of termination **of** employment.

14.07

The employee shall receive pay for a designated paid holiday, **as** set out in **14.03, 14.04** and **14.05** above, provided the employee:

- a) **has** earned wages for the majority of **scheduled** work days during the thirty (30) calendar **days** immediately preceding the holiday;
- b) works the last **regularly** scheduled work day **before** and **after** the holiday, **unless** absent due **to** a bona fide illness or accident, or with the consent of the **Company**;
- c) was not **on** leave of absence granted by the **Company** at the request of the employee; and
- d) did not **work on** the statutory holiday.

ARTICLE 15**HOURS OF WORK****15.01**

- a) The normal work week for **Cross Dock** / Warehouse workers, Customer **Service** Representatives, Lead **Hands** and MTBB shall be forty **(40)** hours, based on eight (8) hours per day - five **(5)** days per week, or ten (10) hours **per** day - four **(4)** days per week.
- b) The work week extends from Sunday to Saturday inclusive.
- c) Overtime shall be paid after **forty (40)** hours per week at one and a half (1.5) times the regular rate.

15.02 Transcon Lead Hands and Transcon Coordinators

- a) The normal work day for Lead Hands shall be eleven **and a half** (11.5) hours. The normal **work** day for Coordinators shall be twelve **(12)** hours per day.
- b) The Lead Hands and Coordinators shall work four **(4)** days on and four **(4)** days off.
- c) Overtime will be paid after eleven and a half **(11.5)** hours **per** day, or forty-six **(46)** hours **per work week** for the Lead Hands. Overtime will be paid after twelve **(12)** hours **per** day, or forty-eight **(48)** hours per work week for the Coordinators.

15.03

- a) Schedules of work shall indicate the **days** of work, the days of rest, the time of the **beginning** and end of the **shift**, and the time **off** for a **meal**.
- b) The Company reserves the right **to** move shifts **(daily hours and / or days of the week)** to accommodate the workload due to fluctuations in volume.
- c) **In** the event the Company determines the work schedule requires modification, the Company will consult with the **Union**.

15.04

All employees shall be entitled to **two (2) fifteen (15)** minute paid rest **periods during** their shift, and one half-hour **(1/2 hour)** unpaid lunch for **all** classifications, which is included **in** the hours of work. Transcon Coordinators will be entitled **to** a one half-hour **(1/2 hour)** paid lunch, in accordance with past practise.

15.05 Overtime

The Company agrees that **to** the extent overtime **is** available, **and** while maintaining **maximum** efficiency, it will attempt to distribute it amongst the employees in an equitable **manner**.

15.06

Transcon Coordinators, shall maintain modified ~~work~~ schedules for the purpose of calculation of overtime and Statutory Holidays.

ARTICLE 16**WAGE RATES AND CLASSIFICATIONS****16.01**

The following wages shall be paid to bargaining unit employees **during** the term of **this** Agreement:

Classification	Ratification	Aug. 31, 2002	Aug. 31, 2003	Aug. 31, 2004
Warehouse/ Cross Dock A	\$10.60	\$10.84	\$11.14	\$11.49
Warehouse/ Cross Dock B	\$9.45	\$9.66	\$9.93	\$10.25
Lead Hand	\$11.75	\$12.01	\$12.34	\$12.74
CSR A	\$9.70	\$9.92	\$10.19	\$10.52
Tel / Data Clerk	\$8.00	\$8.18	\$8.40	\$8.67
Transcon Coordinator	\$13.25	\$13.55	\$13.92	\$14.37
Transcon Lead Hand	\$11.75	\$12.01	\$12.34	\$12.74
Transcon Dock A	\$10.60	\$10.84	\$11.14	\$11.49
MTBB Coordinator	\$12.85	\$13.14	\$13.50	\$13.93

16.02

It is understood and **agreed** that **during** their first six (6) months of employment, all new employees shall be paid **fifty cents (\$0.50) per hour** less than **the** rates set out above.

16.03

The **Company** shall pay a **shift** premium of thirty cents (\$0.30) per hour for all hours worked by an employee between 8:00 p.m. and 4:00 a.m.

16.04

The Company agrees to pay a five hundred dollar (\$500.00) **signing** bonus to every employee following ratification.

16.05

All Dockworkers and Lead Hands that worked in Transcon prior to August 30, 2001 shall continue to receive an additional **eighty** cents (\$0.80) **per** hour **as long as** they continue to work in Transcon. Any employee who receives the additional **eighty** cents (\$0.80) per hour shall not be entitled to **shift** premium pursuant to Article 16.03.

16.06

Transcon coordinators' pay shall continue to be calculated pursuant to the modified work schedule document.

ARTICLE 17

HEALTH AND SAFETY

17.01 Joint Health and Safety Committee

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

17.02 Joint Health and Safety Committee

- a)** A local joint Health and **Safety Committee** shall be established. Its composition shall be as follows: **two (2)** management representatives appointed by the Company and three (3) **Union** representatives appointed by the Union.
- b)** The Committee shall meet **a minimum** of once **every** month **on** Company premises to **discuss** health and safety **issues** that may be of concern to the parties.
- c)** The provisions of the Canada **Labour** Code relating to health and safety shall apply to **this** Collective Agreement.

17.03 Attendance at Meetings

Employee representatives shall receive **their** straight time rate of pay for time **spent** at **Committee** meetings. In the event the **Committee** meeting takes place **during non-working** hours, the employee representatives may at their option take **an** equivalent amount of time **off work** at a mutually agreed-upon time, in lieu of pay.

17.04

An authorized Union representative or Company representative, **other than** those designated by the Company's manager may attend the meeting(s) **upon** invitation by the Committee or request to the Committee.

17.05

The Company will keep records of the Committee meetings and provide copies to the **Union**.

17.06 Accident Investigations

The Company shall conduct such investigations **as** may be necessary to determine the circumstances ~~surrounding work~~ accidents.

Reports of these **investigations**, including police **reports** if made and available, shall be submitted to the **Committee**. The Local Joint **Health** and Safety **Committee** and the Local of the **Union** may **request further** information from the **person** who conducted the investigation.

ARTICLE 18**LEAVE****18.01 Union Leave**

An employee who **is** selected as a delegate pursuant to (a) to (d) **below**, shall be entitled to leave **without** pay, which shall be credited **as** time **worked**, for the following:

- a) A ~~constitutional~~ convention 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**;
and
- d) A **union** education program, including **travelling to and from** such event.

18.02

Recognizing that circumstances may arise whereby an employee is **required** to serve or **work on behalf** of the **Union**, the Company **agrees, on** receipt of reasonable advanced notice in writing, to grant leave without pay and benefits **to** such employee.

18.03 Court Leave

Leave of absence with pay shall be granted to **an** employee who on a day they would have otherwise worked, is required to **serve** on a jury or attend court **as** a witness under subpoena.

Where **an** employee is summoned for **jury** duty or subpoenaed **as** a witness on **a** normal working day, the Company agrees to pay the employee the equivalent of a regular day's **earnings**, less any amount received for **jury duty** or witness fees.

The above shall not apply if **an** employee is on a **leave** of absence, receiving benefits under Workers Compensation or on vacation leave.

18.04 Arbitration Leave

An employee who is required to testify at **an** arbitration or **Labour Board** hearing shall be entitled to time **off** work for the purpose of testifying and **travelling to** the hearing.

The party who calls the employee to testify shall be responsible for the lost **earnings** of the employee.

18.05 Bereavement Leave

Effective date of ratification, Bereavement Leave in the **amount** of three (3) working days **with** pay shall be granted in the event of the death of a father, mother, spouse (including common-law), son, daughter, son-in-law, **daughter-in-law**, brother and sister provided the employee attends the **funeral** or is involved in the preparations thereof. One day will be the day of the **funeral** and the other **day** may be the day before or after the funeral, if they fall on regular scheduled **working** days.

One **(1)** **day off work** will be paid for in the event of the death of a mother-in-law, father-in-law, sister-in-law and brother-in-law, foster parents or grandparents, provided the employee attends the funeral, if it falls on **a regular** scheduled day.

The straight time hours paid for each day **off** will **equal** the **number** of **hours** the employee was scheduled to work for that day.

18.06 Leave for Other Reasons

Upon **written** application with supporting documentation where applicable, special **leave** Without pay, up to **a maximum** of thirty (30) **days**, may be granted when circumstances not directly attributable **to** the employee, including but not limited to illness in **the** immediate family, prevent the employee from reporting for duty.

The **granting** of such leave shall not be unreasonably withheld.

18.07 Maternal / Parental Leave

Employees shall be granted leave in accordance with **Part III** of **the** Canada **Labour** Code.

ARTICLE 19

HEALTH AND WELFARE

19.01

- (a) The Company will provide the Employees covered by ~~this~~ Agreement with access to a Health and Welfare ~~Plan, which~~ includes, Disability, Dental and ~~Group Health~~ Insurance administered by a third party insurer, subject to the terms ~~and~~ conditions of the Plan(s), and all of the eligibility requirements.
- (b) The cost of the Plan(s) shall be shared equally between the Company and the employees.

19.02

The terms of the Plan(s) cannot be amended without the consent of the **Union**.

19.03 Boot Allowance

The Company will contribute ~~fifty~~ percent (**50%**) of the cost of new and appropriate safety **boots to** a maximum of seventy dollars (\$70.00), ~~upon satisfactory~~ proof of purchase, ~~once per year, to~~ all employees except those in the **CSR classification**.

ARTICLE 20

JOB POSTINGS

A. Job Postings

- .01 ~~All~~ vacant positions, ~~which~~ the Company determines must be **filled**, including newly created ~~positions, shall~~ be posted for bid in all departments ~~of the workplace~~.
- .02
 - (a) The bid shall be posted for five (**5**) working **days**. There shall be **no** extensions **unless** expressly agreed to by the **Union**.
 - (b) The Company may post a position for bidding **as soon as** it **becomes** aware that a vacancy will **occur**, but in any event within **two (2)** working **days** following the **position** becoming vacant.
- .03 In the event **an** employee is **interested** in a position that may come up for bid and the employee is **off work** or **is going** to be **off work**, it is the responsibility of **the** employee to advise the Company how the Company may **contact them**.
- .04 The **position** shall be filled immediately **following the** bidding process, whenever possible.

- .05** The successful bidder shall receive the necessary training required to fulfill the duties of the position.
- .06** In the event the employee fails to demonstrate the skills and ability to meet the requirements of the new position within a fifteen (15) working day **training/** trial period, the employee shall be returned to their former position. In **making this** determination, the Company **can** consider written customer complaints. It is further understood that the employee may also elect, **during this fifteen (15)** day period to return to their former position.
- .07** In the bidding of vacant positions, the positions shall first be offered by seniority by Department.
- .08** There shall be four (4) Departments, as follows:
- 1) Office (CSR's)
 - 2) Cross Dock
 - 3) Warehouse
 - 4) Transcon
- .09** If no employee within the Department bids on the position, it shall be filled by seniority in the **bargaining** unit. Where the position is other than Warehouse / Cross Dock Worker "A" or "B", the Company shall consider and evaluate qualifications/ ability and seniority, and where qualifications and ability **are** equal, **seniority** shall prevail.
- .10** The positions shall be as follows for the purpose of bidding:
- CSR's**
Warehouse Worker A
Warehouse Worker B
Cross Dock Worker A
Cross Dock Worker B
Warehouse L.H.
Cross Dock L.H.
M.T.B.B. Coordinator
M.T.B.B. Shipper-Receiver
Transcon—Coordinator
Transcon—Lead Hand
Transcon—Dockworker
Telephone / Data Clerk

In the application of .10 above, the Lead **Hand** positions shall be assigned specific duties and shall be bid separately.

Also in the application of .10 above, any position which **has a** different schedule (day or hours) of work shall be bid separately.

- .11** The Company shall post the job description of the position at the time of posting.

- .12 The final resultant vacancy following the bidding process shall then be offered to employees **who** have been laid **off**, by seniority and then to casual employees, by seniority. Where the position is other than Warehouse / Cross Dock Worker "A" or "B", the Company shall consider and evaluate qualifications/ ability and **seniority**, and where qualifications and ability are equal, seniority shall prevail.

B. Temporary Job Postings

- .01 Absences of ten (10) days or more, which the Company determines must be filled, shall be offered **by** seniority to the employees in the department where the absence occurred. Where the position is other than Warehouse / **Cross Dock** Worker "A" or "B", the Company shall consider and evaluate qualifications/ ability and seniority, and where qualifications and ability are equal, seniority shall prevail.
- .02 If the Company **determines** any resulting openings **need to** be filled they shall also be back-filled **by** employees in the department by seniority. Where the position is other than Warehouse / **Cross Dock** Worker "A" or "B", the Company shall consider and evaluate qualifications, ability and seniority, **and** where qualifications and **ability are equal**, seniority shall prevail.
- .03 If the Company determines the **final** resulting available position **needs to** be filled, it shall be offered to laid off employees first and then to casual employees. Where the position is other than Warehouse / Cross **Dock** Worker "A" or "B", the Company shall consider and evaluate qualifications/ ability and seniority, and where qualifications and **ability are** equal, seniority shall prevail.

ARTICLE 21

GENERAL

21.01 Duration of Agreement

This Agreement **shall** become effective **on** the day following receipt of written notice of ratification and shall continue in full force and effect **until** August 31, 2005, and thereafter **from** year **to** year, **unless** terminated or amended **as** hereinafter provided.

If either party **to this** Agreement should desire to renew, revise or terminate **this** agreement, then not more **than** one hundred **twenty (120) days** prior to the expiry date of **this** Agreement, such party **shall** give written notice **to** the **other** party, together with the particulars relating thereto.

Within twenty (20) days following receipt of written notice to renew or revise **this Agreement**, or such other mutually agreed **upon** time, together with the particulars relating thereto, the parties shall meet **and** commence negotiations.

If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during **any** period of negotiations, even though **such** negotiations may extend beyond the said expiry date, until the procedures in the Canada **Labour** Code have been exhausted. The parties to **this** Agreement shall make every effort to comply with the procedures and time lines set **out** in the Code, and conclude an agreement prior **to** the expiry date.

21.02 Strikes or Lockouts

During the term of **this** Agreement, the **Union** agrees that it will not call, authorize or encourage any strike, lockout, slowdown or interruption with the production or operations of the Company, and the Company agrees that there will be no lockout.

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LETTER OF UNDERSTANDING#1

RE: CUSTOMER SERVICE REPRESENTATIVES

(A) SICKLEAVE

1. In each calendar year, CSR's shall be entitled to ~~three~~ (3) days of paid sick leave from **January** 1 to June 30, and a further three (3) days of sick leave ~~from~~ July 1 to December 31, subject to the following:
 - a) the entitlement of sick leave does not commence until the CSR **has** completed 30 calendar days of employment, at which time the accumulation is retroactive to the first day of employment;
 - b) at the commencement of employment, and until the expiry of the first ~~six~~ (6) month calendar ~~period~~ (30 June or 31 ~~December~~), the CSR shall be entitled to prorated sick leave **as** follows:
 - i) 1 day - 2 ~~months~~ left in the period =
1 day of leave;
 - ii) 2 - 4 ~~months~~ remaining in the ~~period~~ =
2 days of leave;
 - iii) 4+ ~~months~~ remaining in the ~~period~~ =
3 days of leave.
2. There shall be **no** banking or payout of sick leave days that are not utilized in any **given period**.
3. A doctor's note may be required by the Company for any absence of greater ~~than~~ **two (2)** consecutive days.

Paid sick leave shall be **credited as** hours worked.

(B) APPOINTMENTS

CSR's shall be entitled to utilize paid sick leave **as** permitted in A(1) above for all legitimate ~~medical~~ appointments.

(C) ADMINISTRATION OF LEAVE

1. In the application of A and B above, a day shall be considered to be eight (8) hours, **and** in the event an employee is only ~~off~~ for part of ~~shift~~, the deduction of sick leave ~~shall~~ **only** be for the ~~period~~ of time the employee is ~~off~~ work.

2. In the event an employee is off work pursuant to A or B above, the Company, when reasonable, may require the employee to work additional hours at the applicable rate to complete their duties.
3. In the event of a legitimate medical appointment or illness, with the consent of the Company, a CSR, may also take unpaid leave, provided that paid sick leave has been exhausted.

(D) TRANSITION

The parties agree that for the period 1 July - 31 December, 2001, the CSR's shall be entitled to 3 days sick leave with pay. The Company agrees that it will not "claw back" any amounts from any CSR who exceeded 3 days in this period.

LETTER OF UNDERSTANDING # 2

JOB DESCRIPTIONS

Job descriptions are the descriptions of the duties of a classification. The job descriptions listed below and attached as Appendix A, are agreed to at the time of the signing of this Collective Agreement, shall be the official job descriptions of the employees of the Bargaining Unit.

- 1. Warehouse/ Cross Dock Lead Hand**
- 2. Warehouse/ Cross Dock Worker A**
- 3. Warehouse/ Cross Dock Worker B**
- 4. Customer Service Representative**

LETTER OF UNDERSTANDING # 3**FULL-TIME WORK**

The Company and the Union agree that at the time of the signing ~~this~~ Collective Agreement, all positions are **full-time** positions, the hours of which are set out in Article 15.

There shall be no part-time employment classification unless the Company and the Union consult and agree **to** implement such classification.

Notwithstanding the above, at the **time** of certification two **(2)** employees ~~worked~~ part-time hours. These two **(2)** employees shall be entitled **to** continue **working as** part - time employees. However, when these employees leave the bargaining unit, the part - time ~~positions~~ they held shall cease to ~~exist~~.

Also, notwithstanding the above, the position of janitor may be a part-time position should the Company deem it necessary.

LETTER OF UNDERSTANDING #4

The Company agrees that there shall be a **minimum** ratio of one (1) Warehouse / ~~Cross Dock~~ Worker A for every three (3) Warehouse / Cross Dock Worker B.

APPENDIX AJOB DESCRIPTIONS**POSITION PROFILE**

Revision November 26, 2002.

Job Title: Lead Hand
Position Reports to: Distribution Centre Supervisor
Division: Direct Warehouse/ Cross Dock
Location:

JOB SUMMARY:

Controls all inbound and outbound freight, associated documentation, warehouseman responsibilities, warehouse **security**, and handling forwarding appointments **and** arrangements. The Lead Hand ensures **work** schedules and **tasks are** adhered to and completed **as per** the **Supervisors** direction.

QUALIFICATIONS:

Experience within the Warehouse and / or Cross Dock.
Must possess basic computer experience as applicable to the position.
Must have good communication skills, including written and oral, as applicable to the position.

Key Performance Indicators

- 1) Financial Statements Specific to Operating Division(s)
 - Equipment Maintenance
 - **Claims**
 - Operating Supplies
- 2) Service and Quality Reports
 - Pick accuracy quality index
 - Accuracy of Customer Inventories
 - Accuracy of Documentation **Ie.** Out **turn** reports, Receiving reports, **O. S. & D.** reports, Shipment orders etc.
 - Customer Specific Quality reports.
 - Internal service and **quality** reports **as** developed
- 3) Health and Safety
 - Compliance with Health and Safety regulations
 - Work Place Cleanliness
- 4) Results from Continuous Improvement Objectives

DUTIES & RESPONSIBILITIES:

Under the direction **of** the supervisor or **Company Management :**

1. To effectively co-ordinate **staff** to disperse all commodities which enter and leave our warehouse.
2. Responsible for training of all "A" and "B" Warehouse and Cross Dock workers.
3. To handle the necessary paper work associated with each commodity.
4. To control all documentation **as to necessary** information and accompanying signatures.
5. To **ensure goods are** not released without the proper documentation.
6. **To** question and assist on all shortages and overages.
7. To advise Supervisor when a shortage or damage of stored goods **occur**.
8. To **report** all accidents and damages.
9. To direct Warehouse and **Cross Dock** workers to specific **jobs as** necessary.
10. To effectively control and **report** on **schedules** on applicable Warehouse and **Cross Dock** worker **functions** and warehouse accounts.
11. To handle or **report** any activities by Warehouse and **Cross Dock** workers or **drivers** that do not conform to posted company policies or procedures.
12. To **arrange** appointments for **forwarding** freight.
13. **To maintain security throughout** the warehouse, ie: **keep** drivers in allocated area, walk **through** at end of **shift** to ensure all doors **are** locked and **secured**.
14. **To** assist in **re-arranging** warehouse floor layout or rack locations when **necessary**.
15. **To** ensure the **areas** in and around the facility **stay** orderly and clean at all times as **it pertains** to the **duties** being performed.
16. **To** log and account for pallet **control** and storage **as** necessary.
17. To be conversant **with** the dangerous **goods** act.
18. To bring **any unsafe** situation **to** management's attention, and **to** the attention **of** the safety **committee**.
19. **Maintain appropriate** level of shipping supplies inventory for warehouse by monitoring on **a** weekly basis and providing a list of supplies to be ordered to the Supervisor
20. **Ensure** all personnel operate material handling equipment in **a safe manner**.

21. **Ensure** service levels for each customer **are** met or exceeded **with** the highest quality and minimum cost.

21. All other duties **as** may be required within the Bargaining Unit.

POSITION PROFILE

Revision November 26, 2002

Job Title: Warehouse or ~~Cross~~ Dock Worker "A"
Position Reports to: Distribution Centre Supervisor
Division: Direct Distribution Warehouse/ Cross Dock
Location:

JOB SUMMARY:

Met skillfully handle all commodities coming **through** the warehouse **with** concern for accuracy and **safety**. **Perform all** Warehouse **and** Cross Dock duties **as** required **to** meet **any** of the customer requirements.

QUALIFICATIONS:

Experience within Cross Dock and / or Warehouse
Must be certified in WHMIS and TDG
Must possess a Materials Equipment Handling license
Must have the ability to perform manual labour

Key Performance Indicators

- 1) **Service and Quality Reports**
 - **Pick accuracy quality index**
 - **Accuracy of Customer Inventories**
 - **Internal service and quality reports as developed**
- 2) **Health and Safety**
 - **Compliance with Health and Safety regulations**
- 3) **Compliance to Company Policies and Procedures**

DUTIES & RESPONSIBILITIES:

1. Responsible for receiving incoming stock items while ensuring identification, **size, quantity** and quality are all accurate and to note **damaged** product on the receiving bill for the purpose of preparing claims.
2. Responsible for the safe and timely segregation of mixed commodities from the inbound and outbound shipments while ensuring piece count and identification markings are accurate.
3. Responsible for precise order picking with accuracy and palletizing of products.
4. Responsible for **ensuring** that **all** shipments **are** correctly staged in their designated areas **and are** assembled in a safe and orderly manner.
5. Responsible for accurate assembling of customer orders and **arranging** of shipments with **safe** and proper weight **distribution**.
6. Must understand the procedures and *requirements* of all customer accounts. Must have experience **working** all the accounts within the **Department**.
7. Responsible for the safe **and** skilled operation of all material handling **equipment**.
8. Responsible for **ongoing** maintenance checks of company equipment **and to ensure** the **areas** in and around the facility **stay** orderly and clean at all times **as it pertains** to the duties being **performed**.
9. **Ensure** that all Government regulations pertaining to **Transportation, Warehousing and Handling of Dangerous Goods** is strictly adhered to.
10. **Perform any** reasonable **duty** the company may **assign** within the Warehouse or **Cross Dock** worker A or B classification.
11. Respond to situations that require immediate attention.
12. Comply with company procedures **and** policies **as** posted.

POSITION PROFILE

Revision November 26, 2002

Job Title: Warehouse or Cross Dock Worker "B"
Position Reports to: Distribution Centre Supervisor
Division : Direct Distribution Warehouse / Cross Dock
Location:

JOB SUMMARY:

To handle all commodities coming **through** the warehouse with concern for accuracy and safety.

QUALIFICATIONS:

The ability to read and write as applicable to the duties to be performed

Must be able to be Bonded

Must have the ability to perform manual labour

Must be able to be certified for WEMIS, TDG and receive a valid Materials Equipment Handling license within his / her probation period.

Key Performance Indicators

1) Service and Quality Reports

- **Pick accuracy quality index**
- **Accuracy of Customer Inventories**
- **Internal service and quality reports as developed**

2) Health and Safety

- **Compliance with Health and Safety regulations**

3) Compliance to Company Policies and Procedures as Posted

DUTIES & RESPONSIBILITIES:

1. Responsible for receiving incoming **stock** items while **ensuring** identification, **size**, quantity and quality **are** all accurate and to note damaged product on the receiving bill for the purpose of preparing claims.
2. Responsible for the safe and timely segregation of mixed commodities **from** the inbound **and** outbound shipments while ensuring piece count and identification **markings are** accurate.
3. Responsible for precise **and** accurate order picking and palletizing of products.
4. Responsible for ensuring that all shipments **are** correctly **staged** in their designated areas **and** are assembled in **a** safe and orderly manner.
5. Responsible for accurate assembling of customer orders **and** arranging of shipments with safe and proper weight distribution.
6. Responsible for **the** safe **and** skilled operation **of** all material handling equipment.
7. Responsible for ongoing maintenance checks of company equipment and to ensure the areas in and **around** the facility stay orderly and clean at all times **as** it **pertains** to the **duties** being **performed**.
8. Ensure that all Government **regulations** pertaining to Transportation, **Warehousing** and Handling of Dangerous **Goods** is strictly **adhered** to.
9. Perform any reasonable duty the company may assign to **within** the classification.
10. Comply **with** company procedures **and** policies **as** posted.

POSITION PROFILE

Revision November 26, 2002

Job Title: Customer Service Representative
 Position Reports to: Office Supervisor
 Division: Direct Distribution Centres

JOB SUMMARY

Responsible for taking inbound customer orders and inputting to the entry system. CSR's are required to liaise with the operations staff in the event there is clarification/ resolution required with a customer order. Maintain accurate inventory information for the customer(s) through receipts and inbound orders. Acts as a liaison between the customer and the company.

QUALIFICATIONS

As applicable to the duties of the particular positions, be able to:

- 1) Effectively communicate with customer.
- 2) Have a general working knowledge of computer functions, including e-mail.

Key Performance Indicators

- Order entry accuracy
- Receipt entry accuracy
- Compliance to month end deadlines
- Invoicing accuracy and timeliness

DUTIES & RESPONSIBILITIES:

1. Responsible for **confirming** charges on Inter Branch Invoices and **reporting** any **discrepancies** to Accounts Payable or the Office Supervisor in a timely manner.
2. Within the CSR classification and after training, must be prepared to cross-train and may be required to **perform** the **duties** of other CSR positions.
3. Responsible for accurately entering inventory into the Exceed system in a timely manner, after receipt of the Warehouse Receipt log.
4. Responsible for accurately entering orders and **creating** Pick Slips in a timely manner.
5. Communicate any **discrepancies** from the order and/or receiving to the customer and attempt to come to an agreeable conclusion. Disagreements should be reported to the Office Supervisor.
6. Generate invoices and relate all pertinent information to the Office Supervisor.

7. Ensure accuracy of all invoices, attach backup if required, and mail in a timely **manner**.
8. Ensure all **monthly** charges **are** accurately entered in the Exceed system by the month end deadline date.
9. Report any shipping/receiving errors and/or revenue adjustments to **the Office Supervisor**,
10. Respond to customer **requests** and complaints **as soon as possible** and relay the information to the Office **Supervisor** or their designate.
11. Ensure customer and product profiles are updated in the Exceed system **as changes occur**.
12. In conjunction with the CSR at the Control **Desk**, ensure all orders are processed and pertinent information is recorded on **the Pick Slip** or **Bill** of Lading.
13. **Ensure** that all documents **within** their control, relating to Customs Bonded activity is maintained.
14. In conjunction with the Warehouse **Supervisor** and when **required**, **ensure** that the results of **physical inventories are** completed and reported to the customer, Any inventory discrepancies will be reported to the customer **to** determine what adjustments (if any) should be made.
15. Maintain accurate monthly file information for accounts.

Signed in Winnipeg, Manitoba, this _____ day of _____, 2002.

CANADIAN UNION OF POSTAL WORKERS

Gord Fischer

George Floresco

Ian Manhard

Kirby Stav

DIRECT INTEGRATED TRANSPORTATION INC.

Wayne Hekle

LR

Benjamin Hecht

Rick Dolinski

Ray Degrave