

AGREEMENT

BETWEEN

THE CANADA POST CORPORATION

AND

**THE CANADIAN POSTMASTERS AND ASSISTANTS
ASSOCIATION**

**REVENUE POSTAL OPERATIONS GROUP
(ALL EMPLOYEES)**

CODE: 878/96

EXPIRY DATE: 30 JUNE 1998

TABLE OF CONTENTS

ARTICLE		PAGE
I GENERAL CONDITIONS		
1	Purpose of Agreement	1
2	Definitions	1
3	Union Recognition and Check-off	4
4	Management Rights	7
5	Discrimination	8
6	Discipline	
7	Grievance Procedure	12
8	No Strike - No Lock-out	
9	Communications	23
10	Joint Consultation Committee	24
11	Staffing	27
12	Allocation of Hours	36
13	Job Security	42
14	Technological Change	50
15	Accelerated Attrition	52
16	Severance Pay	52
17	Safety and Working Conditions	56
18	Medical Examination.	57
19	Incapacity	58
II BENEFITS		
20	Hours of Work	58
21	Designated Holidays	64
22	Vacation Pay	68
23	Vacation Leave Scheduling	78
24	Parental Leave	79
	. <i>Maternity</i>	
	<i>Paternity</i>	
	<i>Adoption</i>	
	Special Leave	86
26	Bereavement Leave	88
27	Court Leave	88
28	Personnel Selection Leave	89
29	Leave For Association Business	90
30	Leave Without Pay	93
31	Leave General	94
32	Sick Leave	95
	Injury-On-Duty Leave	102
34	Insurance Plans	103

TABLE OF CONTENTS

ARTICLE		PAGE
III	PAY - PREMIUMS - ALLOWANCES - BONUS	
35	Application of Rates of Pay	105
36		111
37	Work on a Day of Rest	113
38	Call Back Pay	113
39	Shift and Weekend Premiums	114
40	Acting Pay	115
41	Relocation, Travel and Isolated Post	118
42	Annual Administrative Allowance	118
43	Leasing Allowance	119
44	Bilingual Bonus	120
45	Field Support Duties	120
46	Pay for Locking Lobby Doors	121
47	Travel and Isolated Post Allowance	121
IV	MISCELLANEOUS	
48	Conversion of Post Offices	122
49	Temporary Employees	124
50	Term Employees	124
51	Work in the Bargaining Unit	127
52	Counter Credit/Audit	127
53	Miscellaneous uniforms Training Opening and Closing of Offices Time to Review	128
54	Conditions Not Covered in Collective Agreement	130
55	Amendment	131
56	Official Texts	131
57	Job Evaluation Plan	131
58	Renewal and Duration	133

TABLE OF CONTENTS

ARTICLE		PAGE
Appendix A	Rates of Pay - CPAA Classification Level 1 to 6	135
Appendix E	Memorandum of Understanding - Red-circling	137
Appendix F	Northern Services (Area of Competition)	140
Appendix G	Travel and Isolated Post	144
Appendix H	Job Evaluation Maintenance Committee	145
Appendix I	Education Fund	146
Appendix J	Collective Agreement Amendments from Thirteen and One Third (13 1/3) to Fifteen (15) Hours	148

* Asterisk denotes changes from previous Agreement.

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to contribute to an orderly, constructive and beneficial relationship between the Corporation and the Canadian Postmasters and Assistants Association.
- 1.02 The Articles set forth in this Agreement relating to rates of pay, hours of work, conditions of employment and rights and obligations of the parties have been negotiated for this purpose.

ARTICLE 2

DEFINITIONS

- 2.01
- * (a) **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, or less if a child is born of the relationship, 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”.**
- (b) “consultation” means consultation between an authorized representative(s) of the Corporation and an authorized representative(s) of the Association in accordance with the principles contained in Clause 10.01;
- (c) “continuous employment” means uninterrupted employment with the Corporation and/or the Post Office Department during which there have been no breaks in employment which exceed one (1) month.

The following employees only shall be considered to have continuous employment:

- (i) indeterminate employees;
 - (ii) temporary employees;
 - (iii) term employees having more than six (6) months of uninterrupted employment. Employment for term employees shall be considered interrupted when there is a break in service of more than seven (7) days or a change in assignment to another post office.
- (d) “Corporation” means the Canada Post Corporation as established by the Canada Post Corporation Act, and includes any person authorized to exercise the authority of the Corporation;
- (e) “day of rest” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (f) “days” means calendar days unless otherwise specified;
- (g) “double time” means two (2) times the employee’s straight-time hourly rate of pay;
- (h) **i)** “employee” means a person appointed to the bargaining unit on an indeterminate basis;
- (ii) “term employee” means a person appointed to the bargaining unit from outside the Corporation for a specific purpose and period;
 - (iii) “temporary employee” means a person appointed to the bargaining unit from within the Corporation for a specific purpose and period;

- (i) “fiscal year” means the period commencing on April 1st in any given calendar year and ending March 31 st of the following calendar year;
- (j) “headquarters area” means an area surrounding the work place having a radius of sixteen (16) kilometres centred in the workplace;
- (k) “immediate family of the employee” is defined as father or stepfather, mother or stepmother, foster parent, brother, sister, child, spouse or common-law spouse and their children, ward of the employee who is a resident of the employee’s household, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, and a relative who permanently resides in the employee’s household or with whom the employee permanently resides;
- (l) “leave with pay” means authorized leave from duty with regular pay;
- (m) “on-duty status” means, in relation to an employee’s authorized absence outside of his “headquarters area”, he will be considered as on duty for his scheduled daily hours of work and subject to the Corporation’s travel regulations;
- (n) “time and one-half” means one and one-half (1 1/2) times the employee’s straight-time hourly rate of pay’
- (o) “time off with pay” has the same meaning as leave with pay;
- (p) “transfer” means the appointment, **at the request of an employee**, to a vacant indeterminate position **at their substantive or lower classification level**.
- (q) “vacation leave” shah be deemed to be leave granted with pay for the purpose of vacation;

2.02 **Canada Labour Code/Interpretation Act**

Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code,

and

(b) if defined in the Interpretation Act, but not defined in the Canada Labour Code, have the same meaning as given to them in the Interpretation Act.

2.03 Masculine/Feminine Gender

In the text of this Agreement, the masculine also denotes the feminine.

2.04 Titles

The titles and sub-titles used in this Agreement are for reference purpose only and shall not be used in the interpretation of any of its provisions save when it indicates to which group of employees specific clauses apply.

ARTICLE 3

UNION RECOGNITION AND CHECK-OFF

3.01 Bargaining Unit

The Corporation recognizes the Canadian Postmasters' and Assistants' Association/ l'Association canadienne des maitres de poste et adjoints as the sole and exclusive bargaining agent for all postal employees who are covered by the certificate issued on their behalf by the Public Service Staff Relations Board under date of April 18, 1968 and as amended on May 13, 1976, and which certificate was continued under Part I of the Canada Labour Code in accordance with Section 70(1) of the Canada Post Corporation Act, including term and temporary employees and part-time employees employed in the Revenue Postal Operations Group, Sub-Group "B".

3.02 **Full Force and Effect**

All matters covered under the provisions of this Agreement shall have full force and effect on the Corporation, the Association, and the employees in the bargaining unit.

3.03 **Copy of Agreement**

The Corporation will provide each employee with a copy of the Collective Agreement as soon as available from the printer.

3.04 The Corporation agrees to acquaint new employees with the fact that a collective agreement is in effect. On or before the first day of working in his job, the Corporation shall provide the employee with a copy of the Collective Agreement and a list of the branch officers having jurisdiction.

3.05 **Compulsory Check-Off**

The Corporation will, as a condition of employment, deduct an amount equivalent to the membership dues of the Association from each two-week pay period of all employees, term and temporary employees as defined in Clause 2.01(h) in the bargaining unit it represents.

(b) The Corporation will not levy a charge upon the Association for rendering this service.

3.06 **Dues Deduction**

(a) For the purpose and practicality of applying Clause 3.05, deductions from pay for each employee will start with the first pay period of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Corporation will not be obliged to make such deductions from subsequent salary earnings.

(b) Such deductions will be made only from earnings and not from leasing allowance.

3.07 **Remittance of Dues**

- (a) The amounts deducted in accordance with Clause 3.05, shall be remitted by cheque to the National Secretary-Treasurer of the Association within a thirty (30) day period after deductions are made for each two (2) pay periods for employees on the regular pay system and separately for employees on the part-time pay system, except for the two supplementary pay periods in each year in which case separate cheques will be remitted.

Should the Corporation propose changing the make-up of the pay systems, the Corporation will hold consultation with the Association prior to effecting such change.

- (b) Each cheque shall be accompanied by particulars identifying each employee, his place of work, his status, his allowance and the deductions made on his behalf. Errors, omissions or deficiencies in the content shall not be the subject of a grievance or arbitration.

3.08 **Setting of Dues**

The Association shall inform the Corporation in writing at least sixty (60) calendar days before any change in the amount of authorized membership dues to be checked off for each employee as defined in Clause 3.05.

3.09 **Exclusive Right of the Association**

For the duration of this Agreement, no employee organization, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Corporation from the pay of employees in the bargaining unit it represents.

3.10 **Corporation's Liability on Check-Off**

The Association agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this Article except for an error committed by the Corporation in the amount of dues deducted:

where such an error results in the employee being in arrears for dues deductions, recovery is to be made by deducting one additional deduction each two (2) week pay period in an amount not to exceed the established pay period deduction;

(a) until arrears are recovered in full,

or

(b) for a period not to exceed twelve (12) months, whichever occurs first.

3.11 Deduction for Other Purposes

On the basis of production of appropriate documentation, the Corporation shall provide a voluntary revocable check-off for all insurance premiums payable on life insurance plans provided by the Association for its members.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 The Association recognizes that the Corporation has the right, responsibility and authority to manage and operate the Canada Post Corporation and that, except to the extent provided herein, this Agreement in no way restricts the Corporation, or those charged by the Corporation with managerial responsibilities, in the exercise of this right, responsibility and authority.

ARTICLE 5

DISCRIMINATION

5.01 No Discrimination

- (a) The Corporation and the Association agree that 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, sexual orientation, marital status; or membership or activity in the Association.
- (b) The Corporation and the Association shall make every effort to ensure that no employee is subjected to sexual harassment. Sexual harassment shall be defined as but not limited to any incident or series of incidents related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcome.

ARTICLE 6

DISCIPLINE

6.01 Just Cause and Notice

No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed. Evidence shall be limited solely to the grounds stated in the discharge or disciplinary notice to the employee.

6.02

Interviews

- (a)**

 - (i)** The Corporation must advise an employee and the Local Association a minimum of twenty-four (24) hours in advance of a disciplinary interview or disciplinary counselling session and indicate the purpose of the meeting, including whether it involves the employee's personal file. The supervisor must remind the employee of his right to have an Association Officer or authorized Association representative accompany and assist him. If the employee fails to appear for the interview, or does not explain his inability to do so, the Corporation and the Association Representative may proceed with the hearing.
 - (ii)** The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless he has received a notice herein above provided for. If the employee's personal file is to be considered during the interview or disciplinary counselling session, the employee and/or his Association Representative, the latter with the employee's permission, shall before the meeting, have access to this file.
- (b)**

 - (i)** The rights and principles in clause 6.02(a) shall be applied to an interview between an employee and a Postal Inspector.

- (ii) In circumstances where Postal Inspectors are investigating alleged criminal offenses against the Corporation and possible evidence can be destroyed, the notice period in clause 6.02(a) above of the interview to the employee involved will be waived. However, twenty-four (24) hour notice will be provided in writing to the local Association on the condition that the Association not communicate with the employee involved before the interview.
- (iii) The Corporation will permit an Association Representative to attend the interview, accompany the arrested or detained employee in any interrogation by Postal Inspectors that may take place in order to ensure that the employee is treated fairly, and that no undue influence or harassment is practiced. The representative shall not impede the progress of the interrogation.

6.03

Personal File

- (a) There must be only one personal file for each employee. No disciplinary report or document relating to an employee's conduct or performance shall be placed on that file or constitute a part thereof unless a copy of the said report or document is sent to the employee by Security Registered Mail or Priority Courier within ten (10) days after the date of the alleged infraction or of its coming to the attention of the Corporation, or of the Corporation's alleged source of dissatisfaction with him.

- (b) No report or document relating to an employee's conduct or performance may be used against him in the grievance procedure or at arbitration unless such a report or document is part of the employee's personal file. The Corporation must not introduce at any hearing any disciplinary report or document relating to an employee's conduct or performance from the file of the employee unless the report or document is properly part of the employee's personal file.
- (c) Any unfavourable report other than a performance report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a discipline free period of twelve (12) months from the date of the alleged infraction or after twenty-four (24) months from the date of the alleged infraction, whichever ever comes first. A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the employee.

6.04

Indefinite Suspension

If the Corporation indefinitely suspends an employee while conducting an investigation for any offence, action to reinstate pending further investigation, or to discharge, or to impose a definite period of suspension, must be taken within twenty (20) days. If a final decision by the Corporation is not taken within the twenty (20) days, the suspended employee will be reinstated to the payroll the first working day following the twenty (20) day period. The employee will remain on the payroll until the arbitrator's final decision on the grievance has been taken but the employee may be subject to further discipline for similar or other actions of misconduct.

6.05

Paid Attendance for Association Representative

Subject to prior permission being obtained, the Corporation will grant time off with regular pay to an authorized Association Representative for the duration of the meeting, excluding travel time, at which he is present in order to assist an employee in accordance with clause 6.02(a)(i).

6.06 **Time Limit**

- (a) For the purpose of this article “days” means - Calendar days excluding Saturday, Sunday and designated holidays.
- (b) The time limits stipulated in this article may be extended by mutual agreement in writing between the parties provided the extension is requested before the expiry date. Such agreement shall not be unreasonably withheld.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 **Purpose**

The purpose of this procedure is to provide an orderly and effective process for the consideration of the grievances of employees within the bargaining unit and to resolve such grievances as promptly as possible.

7.02 **Definition**

In this article:

- (a) **Grievance** - is a complaint submitted in writing, alleging
 - (i) a violation regarding the application, interpretation or administration of the Collective Agreement, or,
 - (ii) unfair treatment in regard to any term or condition of employment including complaints against directives, policies, communications and regulations before or after they become applicable, where these actions contravene or will contravene the provisions of the Agreement, or,

- (iii) that the Corporation is acting unreasonably in its claim that a debt, as a result of a financial loss, is owed by an employee to the Corporation.
- (b) Authorized Association Representative - any person designated by the bargaining agent to participate in the processing of a grievance.
- (c) Association Officer - is a Postal employee appointed or elected to act as an authorized representative of the Association. When an Association Officer is unable to perform his function, the Association will designate another Postal employee to act on his behalf
- (d) Corporation - is any person authorized by the Corporation to exercise the authority of the Corporation.
- (e) Days - means calendar days excluding Saturdays, Sundays and designated holidays.
- (f) National Executive Officer - means an elected or hired representative of the Association occupying an Executive position at the Association's National Headquarters.

7.03 Right to Submit a Grievance

An employee who feels that he has been treated unjustly or who considers himself aggrieved by an action or lack of action by the Corporation may submit a grievance through his authorized Association Representative. An aggrieved employee shall be represented by an authorized Association Representative when the grievance is being discussed at any level of the grievance procedure.

7.04 Financial Loss Grievance

When a grievance is submitted alleging that the Corporation is acting unreasonably in its claim that a debt, as a result of a financial loss, is owed by an employee to the Corporation, there shall be no action taken to recover such debt until the grievance has been finalized.

7.05 **Rights and Responsibilities of Association Representative**

Subject to prior permission being obtained, the Corporation will grant time off without loss of regular pay up to a maximum of one shift, to an authorized Association Representative who seeks to represent at a meeting with the Corporation, an employee who has submitted a grievance; or who wishes to meet and discuss a grievance with an employee who has asked or is obliged to be represented by the Association in relation to their submission of a grievance. Where "prior permission" is required by an employee under this Article, such permission shall not be unreasonably withheld. Where necessary because of public transportation schedules, the time off without loss of regular pay shall be increased up to a maximum of one (1) additional shift.

7.06 **Irregularities**

The authorized Association Representative shall submit grievances in the manner prescribed in this Article but a grievance shall not be defeated by reason of technical irregularity or the fact that it was not written on or in accordance with the grievance forms approved by the parties and provided by the Corporation.

7.07 **Submission of Grievance**

(a) An employee who wishes to submit a grievance at any prescribed level of the grievance procedure shall transmit his grievance through his authorized Association Representative who may submit it to the appropriate individual at the designated level.

(b) Grievances must be signed

(i) for an individual grievance, by an employee on his own behalf where identifiable, and by an authorized Association Representative;

- (ii) for a group grievance, by the employees on their own behalf where identifiable, and by an authorized Association Representative;
- (iii) for a policy or interpretation grievance, by the Association on its own behalf, notwithstanding clause 7.08(b), such a grievance may be submitted at the local level without prejudice to the right of the Corporation to request that it be considered a national grievance.
- (iv) for a Corporate grievance, by the Corporation on its own behalf.

7.08 Processing of Grievances

(a) Except as otherwise provided in this Agreement, a grievance shall be processed through the appropriate one step procedure. The representatives in the appropriate grievance procedure shall be as follows:

- (i) Local grievance
 - Corporation - Regional/ Divisional General Manager or his authorized representative.
 - Association Authorized Association Representative.
- (ii) National grievance
 - Corporation - Corporate Manager of Labour Relations or his senior authorized representative.
 - Association National Executive Officers or other authorized Association Representative.

- (a) All policy grievances, interpretation grievances, classification grievances or grievances concerning employees in more than one region/division shall be considered to be national grievances and processed in accordance with clause 7.08(a)(ii). All other grievances are considered to be local grievances and processed in accordance with clause 7.08(a)(i). All grievances submitted locally will be dealt with at the local level; however, if a grievance is susceptible of having national consequences, the Corporate Manager of Labour Relations for the Corporation or his representative or a National Executive Officer for the Association may, by written notice sent to the other party within fifteen (15) days of the notice of arbitration, request that a local grievance be considered to be a national grievance. Upon receipt of the request such grievance shall be deemed to be a national grievance.
- (c) Each party shall designate its representatives in the grievance procedure and shall inform the other party of the name or titles of the persons so designated. This information shall be communicated by written notice. Each party shall notify the other party immediately of any changes of any designations of representatives at any level.
- (d) The Association representatives as referred to in this Article shall have the right to meet personally with designated representatives of the Corporation with respect to a grievance. The designated representative of the Corporation shall personally reply to the grievance in writing as provided for elsewhere in this Article. The authorized representatives of the parties must have no personal interest in the grievance which is being processed.
- (e) When the Corporation's representative denies a grievance, his reply shall include the reasons for the denial of the grievance. The Corporation at any stage of the grievance may request a more specific statement of a grievance, if the grievance does not clearly and sufficiently set out the alleged complaint or violation of the Collective Agreement.

7.09 **Time Limit for Submission of Grievance**

A grievance may be submitted to the grievance procedure not later than the twenty-fifth (25th) day after the date on which the aggrieved employee or the Association, as applicable, was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.

7.10 Where an employee can establish that a grievance has been submitted and the Corporation has not received same, the grievance may be resubmitted. Such submission shall have the same force and effect as the first grievance submitted. The second grievance shall not be submitted more than thirty (30) days after the date on which the first grievance was submitted.

7.11 **Study and Reply**

Once a grievance has been submitted, the authorized representatives of the parties at the appropriate level must meet in a manner agreeable to both parties in order to study and discuss the facts relating thereto and review the possible avenues of settlement. This meeting shall be held and the Corporation shall reply in writing to the grievance no later than thirty (30) days after the receipt of the grievance.

7.12 **Notice of Arbitration**

If the reply to the grievance is not acceptable or if the Corporation fails to reply to the grievance within the time limit specified in clause 7.11, the Association may refer the grievance to arbitration by giving written notice to that effect to the Corporation within thirty (30) days of receipt of the reply or the expiry of the time limit to reply.

7.13 **Abandonment**

If the Association does not submit a grievance to arbitration within the time limit specified in clause 7.12, the grievance shall be deemed to be abandoned.

7.14 Time Limit Extension

The time limit stipulated in this article may be extended by mutual agreement in writing between the parties provided the extension is requested before the expiry date. Such agreement shall not be unreasonably withheld.

7.15 Distribution

When a grievance is submitted, the Corporation's representative shall immediately sign and date all copies of the grievance. Grievance copies and replies thereto shall be distributed forthwith by the Corporation as follows:

- copy 1: to Management
- 2: to Management
- 3: to National Office of Association
- 4: to the Authorized Representative
- 5: to the Branch President
- 6: to the Employee

7.16 Transmission by Mail

When it is necessary to submit or reply to a grievance, by mail, the grievance or reply shall be forwarded by security registered mail or priority courier and shall be acceptable as having been:

- (a) submitted on the day it was postmarked; and
- (b) received on the date on which the receipt is signed.

The time limit within which the Association may submit the grievance to arbitration shall be calculated from the day on which the Association signed the receipt for its copy of the reply.

7.17 Withdrawal

- (a) An employee may, by written notice to the Corporation, withdraw a grievance any time during the grievance process. The Corporation will notify the Association that the employee has withdrawn the grievance.

- (b) Where the Association is submitting a grievance on behalf of more than one employee, withdrawal of the authorization by one of the employees concerned shall not prevent the grievance from being continued in the case of the other employees, but withdrawal of the authorization by all of the employees concerned shall terminate the grievance.
- (c) The withdrawal of the grievance shall not prejudice the position of the Association in dealing with grievances of a similar nature.

7.18 No person who is employed in a managerial or confidential capacity shall seek by threat of discharge or any other kind of threat, to intimidate an employee to cause him to withdraw a grievance or to refrain from submitting a grievance as provided for in this Collective Agreement.

7.19 Confidentiality

The Corporation agrees that communications between an employee and his Association Representative are privileged and confidential and cannot be produced in evidence during an arbitration.

7.20 Time Off

An employee who has submitted a grievance is entitled to:

- (a) Time off with pay,
 - (i) where the Corporation originates a meeting with the employee and the meeting is held in his Headquarters area or,

- (ii) where the employee has obtained prior permission and seeks to meet with the Corporation, or has asked or is obliged to be represented by the Association and wishes to meet and discuss the grievance with the Representative during his regular shift and the meeting is held in his Headquarters area;
- (b) “On duty” status where the Corporation originates a meeting with the employee and the meeting is not held in his Headquarters area;
- (c) Leave without pay if the employee has obtained prior permission and seeks to meet with the Corporation, or has asked or is obliged to be represented by the Association and wishes to meet and discuss the grievance with the Representative and the meeting is not held in his Headquarters area.

7.21 Arbitration

A grievance referred to arbitration in accordance with clause 7.12 shall be determined by an arbitrator listed in clause 7.22 who shall have all of the powers described in Part I of the Canada Labour Code. Representatives of the Corporation and the Association shall meet at least two (2) weeks prior to the hearing date for the arbitration in order to attempt to set out what facts are agreed upon.’

7.22 Arbitrators

A list of agreed upon sole arbitrators for each geographical area to whom grievances may be referred is as follows.

<u>Province</u>	<u>Arbitrator</u>
British Columbia	Richard Bird Mervin Chertkow Don Munroe

<u>Province</u>	<u>Arbitrator</u>
Alberta	Tom Jolliffe David Jones
Saskatchewan	Ken Norman Dwight Thomas W.S. Martin C. McLean
Manitoba	Gerry Parkinson Robert Hucal Ken Norman
Ontario	Peter Barton Owen Shime Jane Emrich Jane Devlin T. O'Shea Doug Stanley David Kates
Quebec	Andre Sylvestre Andre Rousseau Harvey Frumkin Marc Gravel Marc Boisvert Jean M. Gagné
Nova Scotia	Innis Christie J.A. MacLellan Lorne McDougall
Newfoundland	Wayne Thistle Lee Ann Montgomery
P.E.I. and New Brunswick	Eugene McGinley

In the event that none of the arbitrators agreed to by the parties is able to hear the grievance within thirty (30) days of the referral to arbitration, the parties will meet and agree on another arbitrator.

In the event that the parties cannot agree on a substitute arbitrator within seven (7) days, either party may apply to the Minister of Labour who shall appoint an arbitrator.

7.23 Time Limit for Decision

The arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

7.24 Jurisdiction in Cases of Discipline

In all cases of discipline or discharge, the arbitrator shall have the authority to rescind or to reduce such discipline or discharge as seems just and reasonable in the circumstances.

7.25 Burden of Proof

The burden of proof shall rest with the Corporation in all cases where it alleges or claims that an employee does not possess the necessary qualifications to obtain a position. Similarly, the burden of proof shall rest with the Corporation in all cases where it alleges or claims that an employee has not demonstrated the necessary standard of performance to keep a position.

7.26 Final and Binding Decision

Where all the appeal procedures have been exhausted, the final decision rendered by an arbitrator or a court regarding a national grievance referred to arbitration, binds the Corporation, the Association, and all employees in all cases involving identical and/or substantially identical circumstances.

7.27 Expedited Arbitration

- (a)** As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a local grievance may be referred to expedited arbitration.
- (b)** Such grievances will be referred to an arbitrator listed in clause 7.22 who shall hear the grievance and who shall, at the conclusion of the hearing, give an oral decision.
- (c)** Such decisions may not be used to alter, modify or amend any part of the collective agreement, and are made without precedent or prejudice to similar or like cases.

- (d) Such decisions shall be final and binding upon both parties and no further action may be taken on that grievance by any means whatsoever.
- (e) The parties agree not to use practicing lawyers to argue a case at expedited arbitration.
- (f) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

7.28 Cost of Arbitration

In respect of the cost of arbitration of grievances, the Corporation and the Association shall share equally the fee and expenses of the single arbitrator.

ARTICLE 8

NO STRIKE - NO LOCK-OUT

- 8.01** During the term of this Agreement, the Association agrees that there shall be no strikes and the Corporation agrees that there shall be no lock-outs.

ARTICLE 9

COMMUNICATIONS

- 9.01** The Corporation will provide and forward within fifteen (15) days of the end of each pay period in which a change occurred, on a standard form, information on any change affecting the status of an employee in the bargaining unit; one copy to the National office of the Association, and a duplicate copy to the secretary of the Branch concerned.

ARTICLE 10

JOINT CONSULTATION COMMITTEE

10.01

Principles

(a)

The Corporation and the Association subscribe to the principle of joint consultation, and agree to establish joint association/management consultation committees in accordance with Clause 10.04 for the purpose of meaningful consultation on matters of mutual interest. However, nothing in this Article precludes meetings outside the framework of the joint consultation process, as necessary between representatives of the Association and Management to discuss matters of immediate concern or problems of human relations.

- (i) The above principle shall encompass the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided to discuss and comment in a genuine manner.
- (ii) The above principle does not imply unanimous or majority agreement; nor does it interfere with Management or Association rights arising out of the Collective Agreement.

10.02

Matters of Mutual Interest

It is the desire of the parties that the joint consultation committees discuss such matters of mutual interest and make recommendations to the appropriate level of Management. In applying this principle, it is agreed that:

- (i) The Committees shall function in an advisory capacity only and shall have no power to alter, amend, add to, or modify the terms of this Agreement.

- (ii) The Committees shall not deal with grievances which are in the course of being processed in the grievance procedure.

10.03 Levels for Discussions

Matters having a Divisional application should normally be discussed, and the discussions finalized at that level, before being referred to the National Committee.

10.04 National/Divisional Committee

- (a) Joint consultation committees shall be established as follows:

- (i) A National Committee consisting of up to six (6) representatives of the Association and up to an equal number of representatives of Management;
- (ii) A Divisional Committee in each postal division consisting of up to four (4) representatives of the Association and up to an equal number of representatives of Management;

- (b) The Committees may invite additional persons to attend the meetings.

10.05 Meetings and Procedure

- (a) Committees shall determine the frequency which shall not be less than semi-annual and procedures relating to the conduct of meetings. An agenda shall be forwarded by the secretary to members of the Committee at least five (5) days prior to a meeting. A draft without translation of the minutes of each meeting will be circulated to members of the committee no later than twenty-one (21) days after the date of the meeting.

10.06 **Leave of Absence**

- (a) Employees forming the continuing membership of the National Committee shall be granted leave of absence without pay by reason, of their attendance at the meeting of the National Committee.
- (b) Employees forming continuing membership of Divisional Committees who attend meetings, shall not suffer any loss of regular pay by reason of their attendance at the meetings.

10.07 **Notice of Change**

- (a) At the national level, the Corporation shall provide the Head Office of the Association with written notice of any proposed change within the control of the Corporation that may affect working conditions or conditions of employment of employees, at least thirty (30) days before the introduction or implementation of the proposed change. Not less than fourteen (14) days notice shall be given prior to consultation taking place on the proposed change.
- (b) The Association will provide the Corporation with copies of written communications on the same subjects as described in (a), to their respective field representatives.
- (c) At the local level, the Corporation shall provide the Branch President or his delegated representative with written notice of any proposed change within the control of the Corporation, that may affect working conditions or conditions of employment of employees, at least fourteen (14) days before the introduction or implementation of the proposed change. Not less than seven (7) days notice shall be given prior to consultation taking place on the proposed change.

ARTICLE 11

STAFFING

11.01 Filling of Positions

- (a) As soon as the Corporation is aware that a position is or will become vacant and determines that it will be necessary to fill that vacancy, it shall initiate and complete the necessary steps to fill the vacancy without delay. However, the Corporation, may at any time before the position is filled, change its determination and abolish the position.

- (b) Vacant positions shall be filled in the following order of priority:
 - (i) in accordance with Article 13; employees who are on the recall list or special list;
 - (ii) in accordance with Article 13; employees who are on the surplus list;
 - (iii) in accordance with Article 12;
 - (iv) in accordance with this Article.

- (c) The Corporation will advise the appropriate Branch President of any circumstances which may prevent the filling of any vacancy within six months of the vacancy arising.

11.02 **Assistant - less than fifteen (15) Hours**

- (a) An opportunity to fill a vacancy for an Assistant position having less than fifteen (15) regularly scheduled weekly hours will be offered firstly to Assistants in the Post Office where the opportunity exists. Where more than one Assistant desires such a position, the position is to be offered firstly to the Assistant who works the greatest number of regularly scheduled hours per week. Where two or more Assistants who work the same number of regularly scheduled hours per week desire the position it shall be offered firstly to the Assistant with the longest continuous employment in the bargaining unit.
- **(b)* If the position cannot be filled by application of paragraph (a) above, it shall then be offered to employees **who are** on the applicable transfer list in accordance with Clause 11.07.
- **(c)* If there is no such employee, the position shall then be offered by order of seniority to employees on the relief list within a radius of fifty (50) kilometres.
- **(d)* If there is no such employee, the position may then be filled by other means.

11.03 **Assistant - fifteen (15) Hours or more**

- (a) An opportunity to fill a vacancy for an Assistant position having fifteen (15) or more regularly scheduled weekly hours will be offered to the Assistant in the Post Office where the opportunity exists whose regularly scheduled hours exceed fifteen (15) per week. Where more than one such Assistant desires such a position, the position is to be offered firstly to the Assistant who works the greatest number of regularly scheduled hours per week. Where two or more Assistants who work the same number of regularly scheduled hours per week desire the position, it shall be offered firstly to the Assistant with the longest continuous employment in the bargaining unit save that an Assistant who was formerly full-time and whose hours were reduced in accordance with Clause 12.07(a)(i) shall have priority.

- (b) If the position cannot be filled by the application of paragraph (a), it shall then be offered to the Assistant who works less than fifteen (15) hours in the Post Office where the opportunity exists who is the most qualified in accordance with “bona fide” job requirements.
- *(c) If the position cannot be filled by application of paragraphs (a) or (b) above, it shall then be offered to employees **who are** on the applicable transfer list in accordance with Clause 11.07.
- *(d) If there is no such employee, the position shall then be offered by order of seniority to employees on the relief list within a radius of fifty (50) kilometres.
- *(e) If there is no such employee, the position may then be filled by other means.

11.04 Postmaster/Senior Assistant

- *(a) When the Corporation fills a vacant position of Postmaster or Senior Assistant on an indeterminate basis, staffing action will be taken in the following order of priority:
- (i) by transfer of an employee as provided in Appendix “E”; or
 - (ii) by appointment in accordance with Clause 11.04(c) if applicable; or
 - (iii) by transfer as provided in Clause 11.07; or
 - (iv)** by appointment as a result of a competition as provided in Clause 11.05; or
 - (v) by other means.
- (b) When the Corporation fills a vacant position of a Croup Postmaster in non Corporate owned/leased premises, it is agreed that the successful candidate, if need be, will relocate at his own expense.

- (c) When the Corporation determines that it is necessary to fill the position of a Senior Assistant in a Post Office on an indeterminate basis, it will be advertised firstly to employees in that Post Office, prior to advertising the position in accordance with 11.05(a) and (b). An appointment shall be made in accordance with 11.05(c) and (d).

11.05 **Competition**

- *(a) Opportunities for promotion will be advertised to all employees **who are not entitled to transfer. They will be advertised** within an area of competition which shall not be less than the areas described in Clause 11.06. However, should the Corporation so desire, it may advertise the opportunity for promotion to non-employees at the same time, so long as the competitive process for employees is completed prior to any consideration of the applications by non-employees. Two separate competition tiles shall be established, one for employees, the other for non-employees.
- (b) A competition poster shall be sent by the Corporation to every Post Office within the designated area of competition, and to the Branch President concerned at the same time it is issued. Competitions for positions shall be open for a period of at least three weeks.
- (c) The successful applicant for the position shall be the employee who has met the selection standards and is the most qualified in accordance with "bona fide" job requirements.
- (d) If the employee to whom the job is offered does not accept the position, then the position shall be offered to the employee who has met the selection standards and is the next most qualified, until the position is accepted.

- (e) All candidates shall be advised of the results of the competition and of their standing. Except in unusual circumstances this shall be done within 30 days of the last interview. Upon request, any candidate may also obtain clarification regarding his rating and is entitled to discuss and review any documents relating to his own assessment.
- (f) The results of the competition will be forwarded to the Branch President concerned when they are issued.

11.06 Area of Competition:

- (a) The Area of Competition referred to in Clause 11.05(a) shall be as follows:
 - 1) Atlantic Area including Newfoundland, Nova Scotia, New Brunswick and Prince Edward Island.
 - 2) Quebec Area
 - 3) Ontario Area (excluding Northwestern Ontario)
 - 4) Mid-West Area including Manitoba, Northwestern Ontario and Saskatchewan.
 - 5) Alberta Area
 - 6) British Columbia Area
- (b) The areas of competition for Northern Services are as defined in Appendix "F".

11.07 Transfer

Recognizing that employees who have demonstrated satisfactory performance in their current position and who are qualified for the position to which they wish to transfer, have the opportunity to transfer within the Corporation, the following is hereby agreed:

- (a) A vacant position will be filled by transfer after all the provisions of Appendix "E" have been followed and prior to the opening of a competition.

- (b) In order to be eligible to apply for transfer, an employee must have been at his present classification level for a period of not less than two (2) years and must not be on Leave Without Pay, Injury-on-Duty Leave, or Sick Leave that is expected to last more than two months from the date his transfer would otherwise have been accepted.
- (c) An application for transfer will not be considered if received after a competition has been opened.
- (d) An employee may not transfer from one province to another when the following conditions are in effect:
 - (i) the employee is on injury-on-duty leave authorized by the Provincial Workers Compensation Board;
 - (ii) the employee is performing modified duties duly certified by a physician and authorized by the W.C.B.;
 - (iii) the employee is in receipt of services from the Rehabilitation Branch of the Provincial workers Compensation Board.
- (e) An employee wishing to be considered for transfer must apply in writing to his Manager, and indicate the location(s), day(s) and position level(s) in which he is interested. A separate application shall be made for each location, and position. A maximum of three (3) transfer applications per employee may be on file at any one time. Where applicable, his Manager will immediately forward the application to the receiving Manager who will within 30 days of receipt acknowledge it and indicate to the employee whether his application is accepted for placement on the transfer list. Such application if accepted shall remain valid for a period of twelve (12) months from the date received by the receiving Manager or when the employee is accepted for transfer to another position whichever comes first. A copy of all applications received will be sent to the applicable Branch President.

- (f) The Corporation will maintain transfer lists of employees for each office as applicable, indicating date of receipt and classification of the employee.

When a vacancy occurs within the bargaining unit, the Corporation will examine the appropriate list of employees wishing to transfer to the vacancy and the position will be offered to the employee on the appropriate list with the most years of continuous employment within the bargaining unit.

- (g) When a transfer has been made, the Branch President will be notified of the name of the employee accepting the position.

- (h) Transfer applications shall be considered to have been received by the Corporation from the time they are received by the receiving manager referred to in paragraph (e) above.

- (i) Applications for transfer will be considered in the following order:

- (i) From employees within the applicable area of competition as defined in Clause 11.06

- (1) at their substantive levels;
- (2) to lower classification levels.

- (ii) From employees within the bargaining unit

- (1) at their substantive levels;
- (2) to lower classification levels.

- * (j) **The Corporation shall not be responsible for the cost of a transfer.**

11.08 Acting Assignment

- (a) For the purpose of this Agreement, acting assignment means the assignment of an employee on an acting basis to a higher paying position in the bargaining unit. An employee will perform the duties of the higher paying position that may be required during the acting assignment in order to be entitled to receive the acting pay.
- (b) ‘An acting assignment in an office shall be offered firstly to the employee in that office who normally replaces at the higher classification level. In the event no such employee is available, the acting assignment shall then, to the extent practicable, be offered to a readily available qualified employee in the postal area, in which the office is located.

Except as a result of granting leave under a provision of this Agreement, acting assignments shall not normally be in excess of 12 months. Exceptional cases shall be a matter of consultation with the Corporation and the Branch President concerned.

11.09 Temporary Assignment

When the Corporation fills a position of Postmaster or Senior Assistant in the bargaining unit on a temporary basis, staffing action will be taken in the following order of priority:

- (i) by acting assignment, as provided in Clause 11.08; or
- (ii) by other means.

11.10 Official Languages

- (a) Appointments and transfers shall be subject to the Corporate Official Languages Policy, as it may be amended from time to time.

- (b) The parties agree to study the feasibility of developing a program to facilitate the exchange of employees who wish to improve their proficiency in the other official language.

11.11 Probation

- (a) On initial appointment, an employee shall be on probation for a period of six (6) continuous months from the beginning of his employment. This period shall not include any leave in excess of two (2) continuous weeks or any period of language training.
- (b) Appraisal reports shall be completed on a regular basis during an employee's probationary period. The employee shall be given a reasonable amount of time to study and make written comments on the report prior to signing it. A copy will be provided to the employee on request.
- (c) A term employee shall be on probation for the first six (6) months of uninterrupted employment or for the period of his employment, whichever is shorter.
- (d) In the calculation of any probationary period, previous term employment will not be included.
- (e) Notwithstanding (d) above, if a term appointment becomes indeterminate without any interruption of service, the probationary period shall be reduced by the time already spent as a term employee.

“11.12 Senior Assistant

- ***(a) There shall be a Senior Assistant position in each post office which was classified as a Grade 6 post office on March 31,1997.**
- ***(b) Notwithstanding Clause 11.12(a) any post office other than Grade 6 which had a Senior Assistant as at March 31,1997, shall continue to have a Senior Assistant until that position becomes vacant.**

ARTICLE 12

ALLOCATION OF HOURS

12.01 Principle

The required number of hours to operate a Grade Office, based on the merits of each office, shall be established by the Corporation following meaningful local consultation with the Association.

12.02 The Corporation agrees to meaningfully consult locally with the authorized Association representative on the authorized allocated hours of a Post Office. Such consultation shall take place prior to any increase or reduction in the regularly scheduled working hours of an employee.

12.03 Information Notice

At least twenty (20) days prior to the consultation, the Corporation shall forward to the local President written details of the proposed change, increase or reduction, including the following information: name of office, its classification, the position(s) affected, its current and proposed schedule of hours and the reason(s) for the change.

12.04 Vacant Position

When it is known that an assistant position is or will become vacant and that it cannot be filled in accordance with the provisions of Article 13 (recall, special or surplus lists), nor in accordance with the provisions of Article 12 (employees covered by clauses 12.05(b) and 12.09(a)), nor in accordance with the provisions of clause 11.02(a) and 11.03(a):

- (i) the Corporation may, offer the hours of the vacant position to one or more employees regularly scheduled to work fifteen (15) or more hours per week and whose place of work is within fifty (50) kilometres.

- (ii) Such offer is made at the sole discretion of the Corporation and the employees to whom it is made may accept or refuse it at their sole discretion.

12.05

Reduction of Hours

- (a) When it is necessary to reduce employee hours in a Grade Office, reductions shall be made, to the extent they are necessary and where operational requirements permit, starting with the employee who works the least number of regularly scheduled hours. Where the regularly scheduled hours of two or more employees are equal, the reduction shall start with the employee having the least continuous employment within the bargaining unit. In the application of this Article it is understood that, for Full-Time Assistants, seniority shall be determined by the date of appointment to an indeterminate full-time position within the bargaining unit.
- (b) Should the reduction of hours as aforesaid entail a reduction to less than fifteen (15) hours per week for an employee defined in clause 13.01, the regularly weekly scheduled hours of work of such an employee shall not be reduced to less than fifteen (15) hours, unless the Corporation offers the employee alternate employment in offices located within fifty (50) kilometres from his place of work that would maintain him at fifteen (15) or more hours per week.
- (c) When the Corporation offers alternate employment, it agrees that vacant positions within fifty (50) kilometres from the place of work shall be offered as alternate employment before reducing the hours of an employee.

- (i) In the case of a vacant position, the Corporation shall assign the number of hours of the vacant position to the employee being offered alternate employment as it deems appropriate; however, the employee shall not be obliged to accept a number of hours greater than those required to maintain him at his former level of hours per week. The remaining hours will be offered in accordance with the provisions of this agreement.
- (ii) Should the reduction of an employee's hours become necessary, it shall be of the most junior employee not covered by clause 13.01, in the fifty (50) kilometres radius where operations in that office can provide for the alternate employment required; in such a case, the reduction of hours shall not exceed the number of hours required to maintain the employee to whom alternate employment is offered at his former level of hours per week.
- (d) The provisions of clauses 13.09 and 13.10 shall apply to the employee whose hours are being reduced as per the provisions of(c) above.
- (e) If the Corporation is unable to offer alternate employment within fifty (50) kilometres of the employee's place of work that would maintain him at fifteen (15) or more hours per week, the employee may be declared surplus and the provisions of Article 13 will apply.

12.06 Alternate Employment

- (a) If the employee accepts the alternate employment, the following provisions shall apply:

- (i) he shall not be required to work in more than one office location per day and more than two (2) offices per week; however, in special cases, after consultation and with the employee's consent, he may work in three (3) offices per week; and,
 - (ii) he shall be guaranteed a minimum of three (3) consecutive hours of work per day in such office location other than his home office.
 - (iii) the office in which the employee works the majority of his weekly scheduled hours is deemed to be his home office; and it is in that office that seniority and continuous employment will be applicable.
 - (iv) when an employee works in more than one office, the total scheduled hours of that employee will be deemed to have been worked in his home office, and will be applicable only to his home office.
 - (v) an employee accepting alternate employment in another office location shall not be entitled to any travel reimbursement as a result of travelling to that location.
- (b) If the employee refuses the alternate employment, the following provisions shall apply:
- (i) the Corporation shall have the right to reduce his regularly scheduled weekly hours of work to less than fifteen (15) hours of work per week; and,
 - (ii) the employee shall no longer be entitled to the provisions of Article 13 if his regularly scheduled weekly hours of work are reduced to less than fifteen (15) hours per week.

12.07

Restrictions on Reduction of Hours

The Corporation undertakes that from January 1, 1994:

- (a)
 - (i) With respect to Full-Time and Part-Time Assistants who were regularly scheduled to work fifteen (15) or more hours per week at the date of signing of this Agreement, reductions in the hours of the Assistant shall not exceed five (5) hours per week in any twelve (12) month period.
 - (ii) Should a Full-Time Assistant's hours be reduced, his position and his status will become part-time and neither Appendix "E" nor Article 13 will apply in relation to the reduction of hours.
- (b) In addition, an Assistant whose hours are thirty (30) hours or more per week shall not be reduced below thirty (30) hours per week except in the following situations:
 - (i) where such Assistant has refused alternate employment within fifty (50) kilometres of his place of work that would have maintained his hours at thirty (30) hours or more per week;
 - (ii) where the Corporation is unable to offer such alternate employment and the Assistant has refused an appointment to a position of thirty (30) hours or more per week within his province of work, (Prince Edward Island to be included in New Brunswick and vice-versa). The employee to whom such offer is made will have up to ten (10) days to either accept or refuse the appointment; in the case of a refusal, the position may then be offered to an other employee.

(iii) If the Corporation is unable to offer alternate employment and appointment to such an Assistant as described above, the employee may then be declared surplus provided his hours are abolished. In such a case, the provisions of Article 13 will apply.

(c) With respect to a Group Postmaster on strength at the date of signing of this agreement his hours shall not be reduced below eligibility for superannuation unless he has been offered and refused an appointment to a position wherein his superannuation eligibility can be maintained within his area of competition.

12.08 Notwithstanding 12.07(a)(i) above, an employee's hours can be reduced by more than five (5) hours per week in any twelve (12) month period in his home office, provided the Corporation offers and the employee accepts alternate employment within fifty (50) kilometres radius that would maintain him at his current number of regularly scheduled hours per week or more.

12.09 **Extended Coverage**

(a) The provisions of this Article shall also apply to employees defined in clause 13 .01 (b)(ii), provided they do not refuse alternate employment within fifty (50) kilometres of their place of work. The provisions of clause 12.05(c) applies to such alternate employment.

(b) Until such time as they are offered alternate employment whereby their total regularly scheduled hours of work per week will be at fifteen (15) hours or more, their hours of work in their place of work will not be further reduced.

12.10 In the case of absences due to illness, special leave, vacation leave and leave without pay, the Corporation agrees to staff each office with a sufficient number of people as defined in clause 2.01(h).

ARTICLE 13

JOB SECURITY

13.01 General

(a) The Corporation undertakes that, as a result of positions being rendered surplus to requirements, the provisions of clauses 13.02 to 13.08 inclusive of this Article will then apply to employees in Grade Offices and/or Group Postmasters in Corporate owned or leased premises who are regularly scheduled to work fifteen (15) or more hours per week and who have five (5) years or more of continuous employment with the Corporation.

(b) Notwithstanding the above, as a result of positions rendered surplus to requirements, the provisions of clauses 13.02 to 13.08 inclusive of this Article will also apply to employees in Grade Offices and/or Group Postmasters in Corporate owned/leased premises:

- (i) who were regularly scheduled to work fifteen (15) or more hours per week at the date of signature of the collective agreement; or
- (ii) who were regularly scheduled to work 13 1/3 hours or more per week on March 14, 1991 and whose regularly weekly scheduled hours of work at the date of signing of the agreement are less than fifteen (15) hours per week, provided they do not refuse alternate employment within fifty (50) kilometres of their place of work.

13.02 Protection

Where an employee as defined in 13.0 1 above is declared surplus, the following shall apply for the duration of this Agreement:

(a) Notice

An employee rendered surplus shall be so notified in writing at least sixty (60) days prior to the date he is to become surplus, and his name shall be immediately placed on the surplus list. At the same time, the Branch shall be notified that the employee has been placed on the surplus list or that the employee has been offered another position pursuant to this Article.

(b) Employment

Such employees shall have continuous employment provided they are prepared to accept retraining, re-assignment and/or relocation to a position within their area of competition as defined in Clause 11.06;

An employee shall only be considered for positions that do not result in a promotion as defined in clause 35.07.

Furthermore employees regularly scheduled to work fifteen (15) hours or more when placed in a vacant position shall only be entitled to a maximum of their hours at the time of notice under 13.02(a). Any additional hours of the vacant position will be allocated in accordance with the provisions of the present agreement.

(c) Classification

Such employees shall retain their classifications and the corresponding rates of pay regardless of any reassignment to other duties or any reclassification of the duties performed by the employees at a lower level;

(d) Pay & Benefits

To further clarify the intent of this Clause, the Corporation guarantees such employees continuance of pay and benefits as defined in the Collective Agreement.

(e) Transfer back

Notwithstanding any other provision in this Agreement, an employee, who has relocated to another position in accordance with this Clause, shall be offered for a period of one (1) year the first opportunity to transfer back to his former office at his own expense.

13.03 Lay-off

(a) Should a surplus employee not accept a position made available to him by the Corporation in his area of competition he shall be laid off and his name shall be placed on the recall list for his office only.

(b) Notwithstanding the above, should a surplus employee refuse to accept a position in the area of competition that is more than fifty (50) kilometres distant from his surplus position he shall be laid off with, if eligible, benefits under the Corporate Supplementary Unemployment Benefit Plan (SUB Plan). The employee's name shall be placed on the recall list for recall to positions within fifty (50) kilometres of his former office. If recall is made available to him and he refuses, his benefits under the SUB Plan shall be forfeited and his employment terminated.

13.04 Appointment

When a surplus employee accepts a position, his appointment to that position shall become effective immediately. The employee shall relocate to that position within a reasonable period of time.

13.05 Relocation

(a) A surplus employee or a laid off employee on the recall list who relocates outside the fifty (50) kilometres radius will be entitled to the relocation policy in effect pursuant to Article 41 at the date of signing of this Agreement.

- (b) An employee who accepts relocation under Clause 13.02(b) but elects not to relocate his permanent residence while waiting to exercise his option under 13.02 (e) will be entitled to a monthly allowance of one hundred dollars (\$100.00) until the expiry of the first twelve months following relocation, or until such employee does change the location of his residence, in which case he shall be entitled to the relocation expenses referred to in (a) above, whichever shall first occur.

13.06 Surplus/Recall Lists

- (a) A surplus employee's name shall be placed on the surplus list for the area of competition for the duration of the Collective Agreement or until his name is placed on the recall list. He shall be offered a position in order of seniority.
- (b) A laid off employee's name shall be placed on the recall list for the area of competition for the duration of the Collective Agreement or until he is recalled. He shall be recalled in order of seniority.
- (c) A laid off employee may be recalled to a position made available by the Corporation. The employee shall retain the protections outlined in clauses 13.02(b), (c) and (d).
- (d) Copies of the surplus list and the recall list will be provided to the appropriate Branch President and to the National Office on the 15 day of each month.

13.07 Employee on Recall List

- (a) A laid off employee on the recall list will not be eligible for or earn any benefit provided elsewhere in this Collective Agreement save for his entitlement to severance pay.

(b) When recalled, effective the first scheduled day of work, the employee shall have access to all rights and benefits provided for by his collective agreement. The continuous employment of the employee shall not be considered to have been interrupted for the purpose of calculating benefits while his name was on the recall list. However, time spent on the list shall not be considered in such calculation.

13.08 If, in the application of this Article, a surplus or laid off employee is appointed to a position where the employee is afforded the protections described in clauses 13.02(c), and (d), the employee's name shall be placed on the recall list for recall to a position equal to his former position that is within fifty (50) kilometres of his present or former office. If the employee refuses, these protections shall be discontinued immediately.

13.09 **Employees Not Governed by Clause 13.01-Reduction**

When the hours of an employee not governed by clause 13.01 are reduced the following provisions shall apply:

- (a) the employee whose hours of work are reduced shall be given fourteen (14) days advance notice;
- (b) should the employee's weekly hours of work, after the reduction be at six (6) hours or less, such employee shall have the following options:
 - (i) maintain his reduced weekly hours of work; or,
 - (ii) place his name on the relief list, indicating if he wishes to relieve only in his former place of work or in his former place of work and in office(s) as required within a fifty (50) kilometres radius from his place of work.

(iii) exercise both options in (i) and (ii) above with the understanding that his regularly scheduled hours in his office will always have priority and will dictate whether a relief assignment will be offered to this employee. Except under unusual circumstances, such relief assignment will only be offered in its entirety.

(c) Notwithstanding (b) above should the employee's weekly hours of work, after the reduction be below four (4) hours, such employee shall be removed from the schedule and shall have the option to place his name on the relief list, indicating if he wishes to relieve only in his former place of work or in his former place of work and in office(s) as required within a fifty (50) kilometres radius from his place of work.

13.10 Relief Work and Relief List

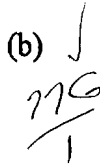
The following shall apply when relief is required and available for employees whose names appear on the list as per clause 13.09.

- (a) "relief" means any work which is not required to be given, by the provisions of the collective agreement, to indeterminate employees or work for which there are no indeterminate employees available.
- (b) when relief work is required, employees formerly from that office or who had hours displaced from that office and who are on the relief list will be first called by order of seniority for the relief work in that office.
- (c) should there be no such employee or should they refuse or be unavailable for the relief work, it shall then be offered by order of seniority to the employees on the relief list whose former place of work is located within fifty (50) kilometres from the office where the relief work is required.

- (d) the name of an employee will remain on the relief list for a period equal to his seniority up to a maximum of two (2) years from the date of his last day of work for the Corporation. However, should an employee refuse or be unavailable for relief work, which does not conflict with any employment duties with the Corporation, on three occasions in any calendar year, his name shall be struck from the relief list.
- (e) the names of the employees appearing on relief lists will be transmitted quarterly to the appropriate Branch President and the National office of the Association.

13.11 Calculation of Seniority

For purposes of this Article seniority is calculated as follows:

- (a) Full-time employees: date of appointment to an indeterminate full time position within the bargaining unit.
- (b)  Part-time employees: continuous employment in the bargaining unit except that a part-time employee whose regularly scheduled hours of work are thirty (30) or more per week is deemed to be senior to any other part-time employee.
- (c) A full-time employee is deemed to be senior to a part-time employee.
- (d) Group Postmasters: continuous employment in the bargaining unit.

13.12 Consultation

Administrative procedures to give effect to this Article shall be a subject for consultation at the National Level.

13.13 Accommodation

Notwithstanding the provisions of clause 20.14, the Corporation may temporarily assign surplus or laid off employees to positions in the area of competition to accommodate the employees.

The hours of employees in offices where a surplus or laid off employee is temporarily assigned, will not be reduced as a result of such assignment.

13.14 **Office Closure**

- (a) When a Post Office in Groups 1 to 6, not located in a Corporation- owned or leased premise, is to be closed, and the Postmaster was on strength at the date of signing of the collective agreement or has since acquired five (5) years or more of continuous employment, the Corporation shall give the Postmaster and the appropriate Branch President notice in writing at least ninety (90) days prior to the closure of the office.

- (b) When a Post Office in Groups 1 to 6, not located in a Corporation-owned or leased premise, is to be closed, the name of the employee who is scheduled to be laid off will be placed on a special list which will be valid for one (1) year from the date of lay-off

- (c) When a vacancy occurs in a Group 1 to 6 office in the employee's area of competition each person whose name is on the special list will be given priority of appointment to a vacancy for which he is qualified according to order of merit from within the group on the aforementioned list.

13.15 **Special List**

Copies of the special list will be provided to the appropriate Branch President and to the National Office of the Association on the 15 day of each month.

13.16 **Supplementary Unemployment Benefit Plan**

- (a) The parties agree that the Corporate Supplementary Unemployment Benefit Plan, as amended from time to time and subject to the requirements of the Canada Employment and Immigration Commission, shall form a part of this Collective Agreement and shall be available to eligible employees for the term of this Collective Agreement.

- (b) The Corporation shall notify the appropriate Branch President of the date an employee became eligible for SUB Plan benefits. Such notification shall be in writing.

ARTICLE 14

TECHNOLOGICAL CHANGE

14.01 Changes: Technological. Mechanization, Operating Methods

- (a) In the introduction or implementation of technological change, changes in mechanization, or national changes in operating methods originated by the Corporation that might affect one or more employees, the Corporation will seek ways and means of minimizing adverse effects on employees which will result from such changes.
- (b) In this Agreement, a national change in operating methods means “a substantially identical change in operating methods in two (2) or more divisions within a one (1) year period”.

14.02 Notice

- In the introduction or implementation of technological change, or a national change in operating methods not arising from technological change, that might affect a significant number of employees, the Corporation shall, by notice in writing at least one hundred and twenty (120) days in the case of technological change and at least ninety (90) days in the case of national change in operating methods not arising from technological change prior to the introduction or implementation of any such changes, furnish the Association at the national level with full information respecting both the short and long range plans governing all phases of the change. Such prior notification shall state:
- (a) the nature of the change;

- (b) the date on which the Corporation proposes to effect the change;
- (c) the approximate number, class and location of employees likely to be affected by the change;
- (d) the effect that the change is likely to have on the terms and conditions or security of employment of the employees affected; and
- (e) all other pertinent data relating to the anticipated effects on employees.

14.03 **Consultation**

Where the Corporation has notified the Association of its intention of introducing a change referred to in 14.02, the parties undertake to meet within the next 15 days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to minimize any adverse effects on employees which might result from such change.

14.04 For changes originated by the Corporation at the Division level, that will result in the reduction of the hours of employees covered by clause 13.01 to less than fifteen (15) hours per week, the Corporation shall by notice in writing at least thirty (30) days prior to the implementation of any such change, furnish the Association at the Branch and National levels with full information respecting the change and, if requested by the Association, meet within ten (10) days to hold constructive and meaningful consultation in an effort to reach agreement and solutions to minimize the adverse effects on those employees affected by the proposed change.

ARTICLE 15

ACCELERATED ATTRITION

15.01 Corporation's Discretion

(a) The Corporation may at anytime at its discretion elect to offer in addition to any benefit provided by this Collective Agreement, accelerated attrition, which may include but is not limited to: financial incentives to resign or to retire early or to relocate.

(b) **Notice to Association**

The Corporation shall notify the Association of the details of any accelerated attrition offer or program and shall, prior to offering the program to any employee, notify the appropriate Branch President at least ten (10) days in advance that an offer will be made. Such notification to the Branch President shall be in writing.

ARTICLE 16

SEVERANCE PAY

ALL EMPLOYEES

16.01 Lay-off

Subject to Section 30 of the Canada Labour Standards Regulations, an employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

16.02 In the case of an employee who is laid off for the first (1 st) time, the amount of the severance pay shall be two (2) week's pay for the first (1 st) and one (1) week's pay for each succeeding complete year of continuous employment less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks pay.

16.03 In the case of an employee who is laid off for a second (2nd) or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof, but the total amount of severance Pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks Pay

16.04 **Retirement**

On termination of employment an employee who is entitled to an immediate annuity, or who may retire at age fifty (50) or more with an entitlement to an immediate annual allowance under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu of retiring leave.

16.05 **Death**

When the employment of an employee is terminated by death, his estate shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

16.06 **Release For Incapacity**

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity, he is entitled to receive one (1) week's pay for each year of continuous employment with a maximum benefit of twenty-six (26) weeks.

16.07 **Full-Time - Part-Time Employees**

Notwithstanding the provision of clauses 16.01 to 16.06, the employee whose continuous employment includes both a period of full-time continuous employment and another of part-time employment sees, for the purpose of severance pay, his complete years of continuous part-time employment reduced prorata to the difference between the weekly part-time hours of work and the normal weekly hours of work indicated in the normal schedule of full-time employees. In the case of an employee who, on the date of termination of employment was a part-time employee, the rate of weekly pay, adjusted to the weekly full-time rate, constitutes the rate of weekly pay to be received by the said employee at the time of termination of employment.

GROUP POSTMASTERS

16.08 **Retirement**

On termination of employment an employee who is not entitled to an immediate annuity under the Public Service Superannuation Act and has five (5) or more years of continuous employment and has reached the age of fifty (50) years, or who has at least one (1) year of continuous employment and has resigned due to ill health supported by a physician's certificate, shall be paid severance pay as calculated in Clause 16.04.

16.09 Resignation

Where an employee resigns and has ten (10) or more years of continuous employment, but is not subject to the provision described in Clause 16.08 he shall be paid severance pay equal to the amount obtained by multiplying one-half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

FULL-TIME EMPLOYEES (Grade Offices)

16.10 Resignation

An employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation from the Corporation severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

PART-TIME EMPLOYEES (Grade Offices)

16.11 Retirement

On termination of employment an employee who is not entitled to an immediate annuity under the Public Service Superannuation Act and has five (5) or more years of continuous employment and has reached the age of fifty (50) years, or who has at least one (1) year of continuous employment and has resigned due to ill health supported by a physician's certificate, shall be paid severance pay as calculated in Clause 16.04.

16.12 Resignation

- (a) An employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation from the Corporation severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

- (b) Clause 16.12(a) above does not apply to employees regularly scheduled to work less than fifteen (15) hours per week.

16.13 For purposes of this Article, an employee's weekly rate of pay is determined by multiplying his hourly rate of pay by the number of hours in the normal weekly schedule for his position.

ARTICLE 17

SAFETY AND WORKING CONDITIONS

17.01 Principle

The Corporation and the Association agree to encourage all employees to work in a safe manner and to observe safety and health rules and practices as a measure of protection for themselves and others.

17.02 First-Aid Training

- (a) Where, in accordance with the requirements of the applicable provincial legislation, the Corporation selects an employee to take first-aid training, the Corporation will assume the cost of that training and shall grant to that employee time off without loss of regular pay for the purposes of attending such training.

- (b) Attendance at such training after completion of his normal daily shift, shall be compensated for in accordance with Clauses 36.02 or 36.05, as applicable.

17.03 Maximum Weight

No individual employee will be required to lift by hand, items or bags of mail in excess of thirty (30) kilograms (66 lbs).

17.04 Canada Labour Code

The parties agree that the Canada Labour Code will be observed with respect to health, safety, and environment.

17.05 Programmes

- (a) Development of new safety and health programmes shall be promoted through joint consultation.
- (b) The Corporation shall, in Corporation-owned and Corporation-leased premises, continue to make provisions for the safety and health of employees.

ARTICLE 18

MEDICAL EXAMINATION

- 18.01** Where the Corporation requires an employee to undergo a medical examination by a designated qualified medical practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- 18.02** Insofar as possible, appointments for examinations will be scheduled during the working hours of the employee.
- 18.03** An employee will suffer no loss of regular pay to attend an examination, and the Corporation shall assume the cost of any travel expenses in accordance with existing travel regulations.

- 18.04** Subject to Clause 18.01, the Corporation at anytime can require an employee to undergo subsequent medical examinations by a qualified practitioner, selected by the Corporation. These examinations will be conducted at no expense to the employee.
- 18.05** The Occupational Fitness Assessment Form will not be used for short term sickness unless authorized by Occupational Health Services.

ARTICLE 19

INCAPACITY

- 19.01** When an employee due to a bona fide illness or injury has become incapable of performing his assigned duties, the Corporation's policy as set out in Canada Post Corporation, Attendance Management Program, September 1984, will apply.
- 19.02** When the Corporation decides to release an employee for incapacity it will endeavour to verbally advise the authorized Association representative in advance of the date of release.

ARTICLE 20

HOURS OF WORK

GROUP POSTMASTERS

- 20.01** **Weekly Hours of Service**
- (a) The weekly hours of service by an employee shall be the actual hours of work (work survey hours) and the hours the employee is required to be available to provide service (available hours) as described in Clause 35.09.
- (b) The minimum weekly hours of service of Group Offices will be as follows:

Level 1 - 20 hours per week
Level 2 - 24 hours per week
Level 3 - 28 hours per week
Level 4 - 32 hours per week
Level 5 - 36 hours per week
Level 6 - 39 hours per week

Exceptions to these weekly hours of service are where:

(i) offices are located in isolated or remote areas and have infrequent receipt and despatch schedules;

or

(ii) significant changes take place in communities that may require some adjustments in the hours of service currently being provided;

or

(iii) the employment of the incumbent is terminated, in which case, the hours of service will be subject to review.

***(c)** **The hours for Group Offices that were in effect on the date of the signing of the collective agreement, as per paragraph 20.01(b), will be maintained, unless changed in accordance with the provisions of the collective agreement.**

***(d)** Where an employee's hours are to be reduced Article 12 (except Clauses 12.01 and 12.05(a)) will apply.

20.02 The weekly hours of provision of postal service by an employee shall not exceed forty (40) and where feasible, the daily hours shall be scheduled in not more than two (2) separate periods within a spread of ten (10) hours.

FULL-TIME EMPLOYEES (Grade Offices)

20.03 **Hours of Work**

- (a) The normal hours of work shall be forty (40) per week, eight (8) hours per day, and five (5) days per week.
- (b) Where operational requirements permit, work will be scheduled over five (5) consecutive days per week.
- (c) Schedules covering hours and days of work of employees shall be posted in an appropriate place in each office.
- (d) Where a Full-Time Assistant's hours are to be reduced Article 12 will apply.

20.04 An employee's daily hours of work shall be scheduled in two (2) parts within a ten (10) hour period. Hours worked beyond the spread of ten (10) hours shall be deemed to be overtime hours and compensated for in accordance with the provisions described in clauses 36.04 to 36.08.

20.05 **Unpaid Meal Period**

An employee shall be entitled to an unpaid meal period of at least one-half (1/2) hour as close as possible to the middle of each full shift.

20.06 **Rest Periods**

Each employee shall be entitled to two (2) ten (10) minute rest periods without loss of pay; one (1) during the first (1st) half and one (1) during the second (2nd) half of each full shift.

20.07 **Reporting for Duty**

Where an employee is not notified beforehand not to report for duty, an employee reporting for work at his scheduled starting time shall be paid for the entire shift even when work is not available in his normal assignment. In such circumstances, the employee may be required to perform other available work.

PART-TIME EMPLOYEES (Grade Offices)

20.08 Hours of Work

- (a) The normal hours of work will be from four (4) to forty (40) hours per week.
- (b) An employee's daily hours of work shall be scheduled in not more than two (2) parts within a ten (10) hour period.
- (c) Schedules covering hours and days of work of employees shall be posted in an appropriate place in each office.
- (d) Where an employee's hours are to be reduced Article 12 will apply.

20.09 Unpaid meal Period

Where an employee works for a period of at least five (5) consecutive hours, he shall be entitled to an unpaid meal period of at least one-half (1/2) hour.

20.10 Rest Periods

- (a) Where an employee works for more than two (2) hours but less than six (6) consecutive hours he shall be entitled to a ten (10) minute rest period as close as possible to the middle of the work period.
- (b) Where an employee's daily hours of work exceed six (6) hours, he shall be entitled to two (2) ten (10) minute rest periods.

20.11 Scheduled Hours of Work

- (a) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- (b) Except under unusual circumstances, an employee will be given five (5) days' notice prior to any change in his normal scheduled starting time.

- (c) If as a result of a work survey the regular scheduled hours of an employee are to be reduced, he shall be given five (5) days notice prior to the proposed change.
- (d) Except under unusual circumstances, if the regular scheduled hours of an employee are to be reduced, the employee shall be given five (5) days notice prior to the proposed change.

20.12 Part-Time Work

Unless otherwise provided for in this Agreement, the Corporation agrees that part-time employees shall be used only for part-time operational requirements and that, wherever practicable, such positions shall be combined in order to create full-time positions.

20.13 Reporting For Duty

Where an employee is not notified beforehand not to report for duty, an employee reporting for duty at his regularly scheduled starting time shall be paid for his entire shift even when work is not available in his normal assignment. In such circumstances the employee may be required to perform other available work.

20.14 Extra Hours

- (a) On each occasion that extra hours are to be worked, opportunities to work the extra hours are to be offered to employees who notify the Postmaster beforehand of their availability, on the basis of the first opportunity to the employee who works the greatest number of regularly scheduled hours per week, last opportunity to the employee who works the least number of regularly scheduled hours per week.
- (b) Where two or more employees are working the same number of hours per week, the opportunity shall be first offered to the employee with the longest continuous employment in that Post Office save that an employee who was formerly full-time and whose hours were reduced in accordance with Clause 12.07(a)(i) shall have priority.

- (c) (i) In the application of this Clause, it is understood that a Part-Time Assistant shall be granted an opportunity to work extra hours provided that the extra hours do not conflict with his regular schedule, and provided he does not work more than 8 hours per day, or 40 hours per week.
- (ii) Subject to clause 20.14(c)(i) the Part-Time Assistant who is granted the first opportunity to work extra hours should, while the opportunity lasts, end up working a total number of hours that is not less than the total number of hours worked by the Part-Time Assistant who accepts the second opportunity, and so on for each subsequent opportunity granted.
- (d) Where all the extra hours to be worked cannot be covered by application of the principle expressed in (a), employees may be assigned to work the extra hours that cannot be covered, and/or those hours may be covered by other means.
- (e) Application of this Clause entails no obligation on the part of the Corporation for equal distribution of extra hours.

20.15 Where there is an immediate operational requirement for a Part-Time Assistant to work extra hours, and the designated approval officer(s) is/are not available, Grade Postmasters may authorize such extra hours to be worked. In such a situation, the Grade Postmaster must report the situation to the designated approval officer(s) at the earliest opportunity.

20.16 **Vacant Position's Hours**

When there is a vacant position, the Corporation shall determine the number of hours it requires to till such position while the vacancy exists and it agrees to offer such hours to part-time employees in accordance with the provisions of clause 20.14.

ARTICLE 21

DESIGNATED HOLIDAYS

ALL EMPLOYEES

- 21.03** The following days shall be designated holidays for all employees:
- (a) New Year's Day,
 - (b) Good Friday,
 - (c) the day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday,
 - (d) Canada Day,
 - (e) Labour Day,
 - (f) the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving,
 - (g) Remembrance Day,
 - (h) Christmas Day,
 - (i) Boxing Day,
 - (j) one additional day in each year that, in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Corporation, no such day is recognized as a provincial or civic holiday, the first Monday in August,
 - (k) any other day proclaimed by law as a National Holiday,
- and
- (l) (i) Easter Monday or,
If the Corporation decides to operate on Easter Monday, the holiday described in (ii) below;

- (i i) one (1) additional day deemed “floating holiday”. Such day shall be determined by request of an employee subject to operational requirements. Requests shall not unreasonably be denied. Once scheduled, should the Corporation wish to alter the date, the day will be subject to the provisions of Clauses 21.02,21.04, 21.05.
- (iii) The Corporation will notify the Association nationally no later than January 15 if paragraph (ii) above is to apply in that year.

GROUP POSTMASTERS

21.02

- (a) Subject to Clause 21.03, no reduction shall be made from the pay of an employee where the Post Office is not required to remain in operation on any of the designated paid holidays mentioned in Clause 21.01.

Where a Post Office is required to remain in operation on any of the designated holidays mentioned in Clause 21 .01, an employee shall be paid at the rate of two (2) times times his normal daily rate of pay for that day in addition to the pay he would have received had he not worked on the holiday.

- (c) When a designated holiday falls on a non-scheduled working day, the holiday will be moved to the next scheduled working day and observed with pay. If an employee is required to work on that day he shall be compensated in accordance with clauses 2 1.02 and 2 1.03.

21.03

Clause 21.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day immediately following the designated paid holiday, unless the employee is on leave without pay for vacation or sick leave purposes during that period.

FULL-TIME EMPLOYEES (Grade Offices)

21.04

- (a) No reduction shall be made from the pay of an employee who does not work on any of the designated holidays in Clause 21.01, provided the employee is entitled to receive pay for his first full shift immediately preceding the holiday or the first full shift immediately following the holiday.
- (b) When an employee is required to work on a holiday, he shall be paid for all hours worked at two (2) times his straight-time hourly rate of pay in addition to the pay he would have been granted had he not worked on the holiday.
- (c) When a day designated as a holiday under Clause 21.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) day following the holiday on which the employee is either entitled to receive pay or is scheduled to work.
- (d) When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 21.04(c):
 - (i) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest;
 - (ii) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- (e) When a designated holiday or day to which a holiday has been moved as described in Clause 21.04(c) coincides with a day of vacation, the employee shall have the following options:

(i) the day shall count as a day of vacation leave and the employee shall be entitled to one (1) day's pay in recognition of the holiday,

or

(ii) the day shall not count as a day of vacation leave and the employee shall be entitled to another day of vacation leave at a later date approved by the Corporation.

(f) When a designated holiday or a day to which a holiday has been moved as described in Clause 21.04(c) coincides with a day of leave with pay other than vacation leave, the holiday shall not count as a day of leave.

PART-TIME EMPLOYEES (Grade Offices)

21.05

(a) \int
77c
/

An employee who has been continuously employed for at least thirty (30) days preceding a holiday designated in Clause 21.01 and has been entitled to receive pay for fifty-four (54) hours in the thirty (30) calendar days preceding the holidays, is entitled to receive holiday pay as

(i) An employee's pay for a holiday shall be based on the average number of hours worked, up to a maximum of eight (8) on the five (5) days he was on duty immediately preceding the holiday, or on the number of hours he would normally have been scheduled to work on that day, whichever is the greater.

(ii) When an employee is required to work on a holiday, he shall be paid for all hours worked at two (2) times his straight-time hourly rate of pay in addition to the pay he would have been granted had he not worked on the holiday calculated as per (i)

- (b) For the purposes of Clause 2 1.05(a) an employee who is on leave without pay for vacation purposes, shall be considered as being entitled to P a y .
- (c) (i) An employee who does not qualify for holiday pay under Clause 21.05(a), but who is required to work on a holiday, shall be paid for all hours worked at two (2) times his straight-time hourly rate of pay.
- * (ii) An employee who does not qualify for holiday pay under Clause 21.05(a), but who is normally scheduled to work on a day which coincides with a designated holiday, shall have the hours he would normally have worked on that day rescheduled to the extent necessary to ensure that he will not suffer any loss of regular pay. In calculating the hours to be so rescheduled, the Corporation will take into account Holiday Pay which is due to him under the provisions of the Canada Labour Code.
- (d) When an employee is normally scheduled to work on a day(s) following a designated holiday(s), but that day(s) is/are declared a day(s) of no service, the hours that employee would normally have worked on that day(s) shall be rescheduled to the extent necessary to ensure that he will not suffer any loss of regular pay.

ARTICLE 22

VACATION PAY

GROUP POSTMASTERS

22.01 Entitlements

- (a) An employee shall be entitled to vacation pay as follows:

- (i) If he has been continuously employed for less than seven (7) years, he shall be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by him during the previous calendar year.
- (ii) If he has been continuously employed for seven (7) years or more, he shall be paid an amount equal to eight percent (8%) of the total of pay and compensation for overtime received by him during the previous calendar year.
- (iii) If he has been continuously employed for fourteen (14) years or more, he shall be paid an amount equal to ten percent (10%) of the total of the pay and compensation for overtime received by him during the previous calendar year.
- * (iv) If he has been continuously employed for **twenty-one (21) years** or more, he shall be paid an amount equal to twelve percent (**12%**) of the total of pay and compensation for overtime received by him in the previous calendar year.
- * (v) If he has been continuously employed for **twenty-eight (28) years** or more, he shall be paid an amount equal to fourteen percent (14%) of the total of pay and compensation for overtime received by him in the previous calendar year.

* (b) The vacation pay entitlement of an employee above shall date from the seventh (7th), the fourteenth (14th), twenty-first (**21st**), and **twenty-eight (28th)** anniversaries of his appointment, as appropriate.

(c)

The Corporation will continue the current practice of calculating Vacation Pay for Group Postmasters on the basis of the threshold principle i.e. if an employee reaches an anniversary date at any time in a given calendar year, the vacation pay they are to receive in the calendar year is to be calculated at the higher rate.

If employees leave the Corporation prior to their anniversary date and have already received vacation pay at the higher rate, the 2% increase will be recovered.

22.02 When an employee ceases to be employed for any reason, he or his estate shall be paid an amount calculated according to 22.01 (a) above, for the period of the calendar year up to the date of his death or termination of employment as the case may be.

*22.03 Group Postmasters shall receive their vacation pay prior to the last Friday of March of each year. An employee may nevertheless choose to receive this pay immediately prior to departure for annual leave. He shall then notify the Corporation prior to January 15th. In such a case vacation pay shall be given one (1) week before the beginning of the vacation period.

see also art. 22.07
22.04
54
01-03
07-04
14-05
21-06
28-07

An employee shall be entitled to take vacation leave, up to a maximum of three (3) weeks per annum if entitled to vacation pay in accordance with Clause 22.01 (a)(i) up to a maximum of four (4) weeks if entitled to vacation pay in accordance with Clause 22.01 (a)(ii), up to a maximum of five (5) weeks if entitled to vacation pay in accordance with Clause 22.01 (a)(iii), up to a maximum of six (6) weeks if entitled to vacation pay in accordance with Clause 22.01 (a)(iv), or up to a maximum of seven (7) weeks if entitled to vacation pay in accordance with Clause 22.01 (a)(v).

22.05 Notwithstanding the provisions of 22.04 every employee shall be granted vacation leave of at least two weeks every year and, after six consecutive years of employment, at least three weeks vacation leave every year.

22.06 Where, in respect of any authorized vacation period, an employee would have otherwise been granted:

- (a) sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

FULL-TIME EMPLOYEES (Grade Offices)

22.07 **Entitlements**

An employee who is entitled to receive pay for at least ten (10) days in each calendar month of a fiscal year, shall earn vacation leave at the following rate;

- (i) One and one-quarter ($1\frac{1}{4}$) days per month if the employee has completed less than seven (7) years of continuous employment;
- (ii) One and two-thirds ($1\frac{2}{3}$) days per month from the completion of seven (7) years of continuous employment up to the completion of fourteen (14) years) of continuous employment;
- (iii) Two and one-twelfth ($2\frac{1}{12}$) days per month on completion of fourteen (14) years of continuous employment.
- (iv) However, an employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned under this Article reduced by five-twelfths ($\frac{5}{12}$) of a day per month from the beginning of the month in which he completes his twentieth (20th) year of continuous employment until the beginning of the month in which he completes his twenty-fifth (25th) year of continuous employment;

***(v)** Two and one-half (2 1/2) days per month from the completion of twenty-one (21) years of continuous employment;

***(vi)** Two and eleven twelfths (2 11/12) days per month from the completion of **twenty-eight (28) years** of continuous employment.

22.08 If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half-day.

22.09 Where, in respect of any authorized vacation period, an employee would have otherwise been granted:

(a) bereavement leave,

or

(b) special leave with pay because of illness in the immediate family,

or

(c) sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

22.10

(a) When, in any fiscal year, an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following fiscal year.

(b) Notwithstanding clause (a), the Corporation shall pay employees for any unused vacation leave. Such payment will be made within six (6) weeks of the conclusion of the fiscal year or as soon as practicable thereafter.

- (c)** In exceptional circumstances, with the approval of the Corporation, an employee may be permitted to carry over vacation leave into the following fiscal year. Any such request by an employee shall not be unreasonably denied.
- 22.11** An employee earns but is not entitled to receive vacation leave with pay during his first six (6) months of continuous employment.
- 22.12** When an employee ceases to be employed for any reason and has less than six (6) months of continuous employment, he or his estate shall, in lieu of earned vacation leave, be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by him during his period of employment.
- 22.13** When the employment of an employee who has completed more than six (6) months of continuous employment is terminated for any reason, the employee or his estate shall, in lieu of earned but unused vacation and furlough leave be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 22.14** Notwithstanding Clause 22.13, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 22.13 if he requests it within six (6) months following the date upon which his employment is terminated.
- 22.15** Vacation leave shall be granted in multiples of not less than one half (1/2) day.
- 22.16** An employee who, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completion of twenty (20) years of continuous employment, retains his entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

22.17 Where, during any period of vacation leave, an employee is recalled to duty by the Corporation, he shall be:

(a) paid for all hours worked at double (2 times) his straight-time hourly rate of pay and shall receive the leave or portion thereof at a later date; in any case, such employee shall be paid at the said overtime rate for a minimum of three (3) hours subject to his willingness to perform any work available;

(b) reimbursed for reasonable expenses, as normally defined by the Corporation, that he incurs:

(i) in proceeding to his place of duty;

and

(ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Corporation.

22.18 Provided that six (6) weeks notice is given, a full-time employee shall be issued with advance payment of net salary for his vacation period.

*22.19 **Pre-Retirement Leave**

√*(a)
55c
1

In addition to vacation leave provided for under this collective agreement, a full-time employee who is **fifty (50)** years of age and has completed twenty (20) years of continuous employment or is sixty (60) years of age and has completed five (5) years of continuous employment as of April 1 st, 1994 or as of April 1st of all years following, shall be entitled to pre-retirement leave with pay of one (1) week in the **fiscal year in which the employee becomes** eligible therefor and in every **fiscal year** thereafter until the employee retirement up to a maximum of **six (6)** weeks pre-retirement leave from the time of eligibility until the time of retirement.

- *(b)** An employee may elect to take his fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.
- (c) Pre-retirement leave shall be scheduled in one (1) week blocks separate from the scheduling of vacation leave at a time to be determined by the Corporation, taking into consideration the employee's wishes and operational requirements.
- (d) It is understood that there shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.
- *(e)** In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to pre-retirement leave taken by the employee after the beginning of the fiscal year and prior to his or her birthday or anniversary date, whichever is later.

PART-TIME EMPLOYEES (Grade Offices)

22.20 Entitlements

- (a) An employee shall be entitled to vacation pay as

 - (i) If he has been continuously employed for less than seven (7) years, he shall be paid an amount equal to six percent (6%) of the total of the pay, shift and weekend premiums, compensation for overtime, compensation for vacation leave already paid and cost of living allowance (COLA) received by him during the previous calendar year.
 - (ii) If he has been continuously employed for seven (7) years or more, but less than fourteen (14) years, he shall be paid an amount equal to eight percent (8%) of the total of the pay and compensation mentioned above in (i) and received by him during the previous calendar year.

(iii) If he has been continuously employed for fourteen (14) years or more, he shall be paid an amount equal to ten percent (10%) of the total of the pay and compensation mentioned above in (i) and received by him during the previous calendar year.

*(iv) If he has been continuously employed for twenty-one (21) years or more, he shall be paid an amount equal to twelve percent (12%) of the total of the pay and compensation mentioned above in (i) and received by him during the previous calendar year.

*(v) If he has been continuously employed for **twenty-eight (28) years** or more, he shall be paid an amount equal to fourteen percent (14%) of the total of the pay and compensation mentioned above in (i) and received by him during the previous calendar year.

*(b) The vacation pay entitlement of a Part-Time Assistant under 22.20(a) above shall date from the seventh (7th), the fourteenth (14th), **twenty-first (21st)**, and **twenty-eight (28th)** anniversaries of his appointment, as appropriate.

(c) The Corporation will continue the current practice of calculating Vacation Pay for Part-Time Assistants on the basis of the threshold principle i.e. if an employee reaches an anniversary date at any time in a given calendar year, the vacation pay they are to receive in the calendar year is to be calculated at the higher rate.

If employees leave the Corporation prior to their anniversary date and have already received vacation pay at the higher rate, the 2% increase will be recovered.

- 22.21 When an employee ceases to be employed for any reason or is appointed to a full-time position, he or his estate shall be paid an amount calculated according to Clause 22.20 above for the period of the calendar year up to the date of his death, termination or appointment as the case may be.
- “22.22 Part-time employees shall receive their vacation pay prior to the last Friday of March of each year. A part-time employee may nevertheless choose to receive this pay immediately prior to departure for annual leave. He shall then notify the Corporation prior to January 15th. In such a case vacation pay shall be given one (1) week before the beginning of the vacation period.
- 22.23 An employee will be entitled to take vacation leave up to a maximum of three (3) weeks if entitled to vacation pay in accordance with 22.20(a)(i) above, four (4) weeks if entitled to vacation pay in accordance with 22.20(a)(ii) above, five (5) weeks if entitled to vacation pay in accordance with 22.20(a)(iii) above, six (6) weeks if entitled to vacation pay in accordance with 22.20(a)(iv) above, or seven (7) weeks if entitled to vacation pay in accordance with 22.20(a)(v) above. Such vacation leave will be granted in accordance with Article 23 - Vacation Leave Scheduling.
- 22.24 Notwithstanding the provisions of clause 22.23, every employee shall be granted vacation leave of at least two (2) weeks every year and, after six (6) consecutive years of employment, at least three (3) weeks vacation leave every year.
- 22.25 Where, in respect of any authorized vacation period, an employee would have otherwise been granted:
- (a) special leave with pay because of illness in the immediate family,
- or
- (b) sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

ARTICLE 23

VACATION LEAVE SCHEDULING

23.01 Vacation Leave Period

Vacation leave periods will extend over the entire fiscal year.

Vacation leave will not normally be taken during the month of December, nevertheless such requests for leave will not be unreasonably denied.

23.02 Order of Priority

Postmasters will have first choice of vacation leave periods. Senior Assistants will have second choice of vacation leave periods. Assistants will then select their vacation leave period in accordance with their length of continuous employment followed by Part-Time Assistants who will select their vacation leave period on the same basis.

A Part-Time Assistant who was formerly full-time and whose hours were reduced in accordance with Clause 12.07(a)(i) shall have priority to select vacation leave before other Part-Time Assistants.

23.03 Vacation Schedule

Vacation leave will be scheduled and posted prior to April 1st each year.

23.04 **Selection**

When a Postmaster selects first choice of vacation leave periods, he shall choose one continuous period of vacation leave consisting of all or part of his vacation leave entitlement. The Senior Assistant, Assistants, and Part-Time Assistants will then choose one continuous period of vacation leave consisting of all or part of their vacation leave entitlement in the order provided in Clause 23.02.

If necessary, after their first selections have been made, employees will continue to choose subsequent continuous periods of vacation leave as provided in Clause 23.02 until all remaining vacation leave entitlements are scheduled.

23.05 Notwithstanding the above, in offices where there are more than two (2) employees, and suitable replacement schedules can be arranged and where practicable, more than one employee may take vacation leave during the same period of time.

ARTICLE 24

PARENTAL LEAVE

24.01 **Maternity Leave**

The Corporation shall grant leave of absence without pay to a pregnant employee, subject to the following conditions:

- (a) The employee may be required to furnish a medical certificate verifying pregnancy;
- (b) subject to the provisions of subsection (c) the period of leave without pay shall be from eleven (11) weeks before the expected date of termination of pregnancy and ending not later than six (6) months after the date of termination of the pregnancy;

58 A
37

- (c) the Corporation may:
 - (i) defer the commencement of maternity leave of any female employee for any period approved in writing by a qualified medical practitioner or a person approved by the Deputy Minister of National Health;
 - (ii) allow leave to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy.
- (d) Maternity leave shall not be terminated at any time prior to six (6) weeks after the date of the termination of the pregnancy unless the employee submits a certificate from a qualified medical practitioner, or a person approved by the Deputy Minister of National Health, stating that the employee's health will not be impaired by returning to duty at an earlier date.
- (e) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay, sick leave and vacation entitlements. Time spent on such leave shall be counted for annual increment purposes.

24.02

Maternity Leave Allowance

- (a) After completion of six (6) months' continuous employment, an employee in Sub-Croup "B", or a Croup Postmaster in a Corporation-owned or leased premise, who is on Maternity Leave Without Pay in accordance with Clause 24.01, and who provides the Corporation with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to section 18, Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant under Clause 24.02(a) shall sign an agreement with the Corporation, providing:

- (i) that in consideration of the payment to her by the Corporation of the Maternity Leave Allowance provided for by this Article, she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;
- (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Corporation's consent or unless the employee is then entitled to another leave provided for in this Collective Agreement;
- (iii) that should the employee fail to return to work as per the provisions of this Agreement, that the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

24.03 Rate of Allowance

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly **wage; and**
- (b) ^{بمعدل ١٠٦} up to fifteen (15) additional weeks payments equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly wage;
- (c) the weekly wage referred to in Clause 24.03(a) and (b) above shall be the employee's rate of pay set out and calculated in accordance with the appropriate Appendix;
- (d) where an employee becomes eligible for an annual increment during the period of maternity leave, payments under Clause 24.03(a) or (b) shall be adjusted accordingly.

- (e) In the application of (a) and (b) above, the combined weekly level of S.U.B. payment, unemployment insurance benefits and other earnings will not exceed ninety-three percent (93%) of the employees normal weekly earnings.
- (f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

24.04 Notwithstanding any other provision of this Collective Agreement, an employee on Maternity Leave Without Pay shall earn sick leave and vacation leave as if she had received pay for at least ten (10) days in each calendar month.

24.05 **Paternity Leave**

(a) An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to twenty-five (25) weeks where the employee has or will have actual care and custody of the newborn child. This leave without pay shall commence as the employee elects:

on the expiry of any leave or absence from employment in respect of the child by a female employee

or

on the day the child is born

or

on the day that a child comes into his actual care and custody.

Paternity leave without pay shall be granted for a period not ending later than fifty-two (52) weeks after the date from when the child arrives or is placed in the home.

- (b) An employee who requires paternity leave of absence shall provide the Corporation with at least four (4) weeks notice in writing and inform the Corporation of the length of leave that the employee intends to take.
- (c) Leave under this Clause and leave provided for in paragraph (b) of Clause 24.01 shall not, in respect of the same child, exceed the combined total of twenty-five (25) weeks.
- (d) The Corporation may ask the employee to submit a copy of the child's birth certificate.
- (e) Leave granted in accordance with this Clause is included in the calculation of "continuous employment" for the purpose of severance pay, annual leave, sick leave, vacation entitlements and increases in the rate of pay.

24.06

Adoption Leave

- (a)** An employee who has completed six (6) months of continuous employment may be granted a leave of absence without pay up to twenty-four (24) weeks for the adoption of a child.
- (b) An employee who intends to ask for leave without pay for adoption must notify the Corporation as soon as his application has been approved by the adoption agency.
- (c) An employee, who requires a leave of absence from employment for the purpose of adopting a child, shall provide the Corporation with at least eight (8) weeks notice in writing. Subject to (d) below, the employee may be granted leave without pay commencing the day that the child comes into the employee's care.
- (d) The Corporation may:
 - (i) Postpone the leave without pay for adoption at the employee's request;
 - (ii) Grant the leave for adoption even if the employee gives less than eight (8) weeks notice;

- (iii) Request proof of adoption from the employee.
- (e) Leave for adoption without pay used by two employees in respect to the adoption of the child must not exceed the combined total of twenty-four (24) weeks.
- (f) Leave granted in accordance with this Clause is included in the calculation of "continuous employment" for the purpose of severance pay, annual leave, sick leave, vacation entitlements and increases in the rate of pay.

24.07 Adoption Leave Allowance

- (a) After completion of six (6) months' continuous employment, an employee in Sub-Group "B", or a Group Postmaster in a Corporation-owned or leased premise, who is on Adoption Leave Without Pay in accordance with Clause 24.06, and who provides the Corporation with proof that he/she has applied for and is in receipt of unemployment insurance benefits pursuant to section 20, Unemployment Insurance Act, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant under Clause 24.07(a) shall sign an agreement with the Corporation, providing:
 - (i) that in consideration of the payment to him/her by the Corporation of the Adoption Leave Allowance provided for by this Article, he/she will return to work and remain in the Corporation's employ for a period of at least six (6) months after his/her return to work;
 - (ii) that he/she will return to work on the date of the expiry of his/her adoption leave, unless this date is modified with the Corporation's consent or unless the employee is then entitled to another leave provided for in this Collective Agreement;

- (iii) that should the employee fail to return to work as per the provisions of this Agreement, that the employee recognizes that he/she is indebted to the Corporation for the amount received as adoption leave allowance.

24.08 Rate of Allowance

In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his/her weekly wage; and
60 wk
12 wk
- (b) up to ten (10) additional weeks payments equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of his/her weekly wage;
- (c) the weekly wage referred to in Clause 24.08(a) and (b) above shall be the employee's rate of pay set out and calculated in accordance with the appropriate Appendix;
- (d) where an employee becomes eligible for an annual increment during the period of adoption leave, payments under Clause 24.08(a) or (b) shall be adjusted accordingly.
- (e) In the application of (a) and (b) above, the combined weekly level of S.U.B. payment, unemployment insurance benefits and other earnings will not exceed ninety-three percent (93%) of the employees normal weekly earnings.
- (f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- 24.09** Notwithstanding any other provision of this Collective Agreement, an employee on adoption Leave Without Pay shall earn sick leave and vacation leave as if she had received pay for at least ten (10) days in each calendar month.
- 24.10** Clauses 24.02,24.03,24.04,24.07,24.08 and 24.09 do not apply to employees regularly scheduled to work less than fifteen (15) hours per week.

ARTICLE 25

SPECIAL LEAVE

***25.01** The following shall apply to employees in Grade offices' and Group Postmasters in Corporation-owned or -leased premises, who work fifteen (15) hours or more per week. **Effective April 1, 1997, clause 25.01 (a)(c) and (d) shall apply to Group Postmasters in CPAA classification level 2 and above in non-corporation-owned or leased premises:**

(a) Leave For Birth or Adoption of a Child

- (i) a male employee shall be granted special leave with pay up to a maximum of one (1) day on the occasion of the birth of his child.
- (ii) an employee shall be granted special leave with pay up to a maximum of one (1) day on the occasion of the adoption of a child.

(b) Leave for Other Reasons

Where conditions warrant it., special leave with pay shall be granted when circumstances not directly attributable to the employee including illness in the immediate family of the employee prevent his reporting for duty.

(c) Marriage Leave

✓
63 #
Paid

After completion of one (1) year's continuous employment in the Public Service and/or the Canada Post Corporation, an employee who gives the Corporation at least five (5) day notice shall be granted special leave with pay for not more than five (5) days for the purpose of getting married, provided the employee returns to work after the marriage.

(d) Medical Boards

The Employer shall grant special leave with pay to a veteran:

- (i) called by the DVA or an authorized provincial Tuberculosis Clinic for a medical examination not conducted primarily for the purposes of active treatment;
- (ii) asked by the DVA to report in connection with a medical research program conducted by that department;
- (iii) reporting to the DVA for the purpose of the supply or maintenance of a prosthetic appliance;
- (iv) called in by the Canadian Pension Commission for pension purposes.

***25.02**

Notwithstanding clause 25.01, those employees in CPM classification level 1 who as of March 31,1997, were entitled to the provisions of clause 25.01 shall continue to be so entitled for as long as they are the incumbent in that position.

ARTICLE 26

BEREAVEMENT LEAVE

- 26.01** When a member of his immediate family dies an employee shall be entitled to special leave with pay for a period of not more than four (4) days and not extending beyond the day following the funeral, and may, in addition, be granted up to three (3) days' special leave for the purpose of travel.
- 26.02** An employee is entitled to special leave with pay up to a maximum of one (1) day, to attend the funeral of his grandparent, the grandparent of his spouse, brother-in-law, or sister-in-law.
- 26.03** Where, in respect of any authorized vacation period, an employee would have otherwise been granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation, or reinstated for use at a later date.
- 26.04** No employee shall be granted bereavement leave during a period in which he is on leave of absence without pay or under suspension.

ARTICLE 27

COURT LEAVE

- 27.01** Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required:
- (a) *63-B-C
land* to serve on a jury;
- or
- (b) by subpoena or summons to attend as a witness in any proceeding held:

- (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 28

PERSONNEL SELECTION LEAVE

28.01

- (a) When an employee participates in a personnel selection process for a position in the Corporation, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Corporation considers reasonable for the employee to travel to and from the place where his presence is so required.
- (b) Where the employee is scheduled to participate in or travel to or from a selection process on his day(s) of rest, the employee will immediately advise his supervisor who will either:

- (i) subject to operational requirements, reschedule the employee's day(s) of rest; or
- (ii) without unduly delaying the selection process, endeavour to have the employee's participation time and/or date rescheduled.

ARTICLE 29

LEAVE FOR ASSOCIATION BUSINESS

29.01 Elected Full-Time Officials

63 J
unpaid

An employee who has been elected to a full-time office of the Association shall be entitled to leave of absence without pay for the period during which he is elected to hold office. Where an employee ceases to hold such office he shall be entitled to return to his former position in his former post office.

When his former position is reclassified upwards, and he is considered qualified, he shall be appointed to the higher level effective the date of the reclassification of the position.

When his former position is reclassified downwards the provisions of Appendix "E" shall apply

Such employee will not be subject to discipline by the Corporation under this Agreement for activities related to his duties on behalf of the Association, during the period of such leave.

29.02 Leave

Operational requirements permitting, an employee who seeks permission shall be granted leave in accordance with the following:

(a) Delegate to a National Convention

For purposes of attending as a delegate to a National convention, leave without pay, provided that:

63K ✓
unpaid

- (i) application for leave for this purpose is made at least fourteen (14) calendar days before the leave is to commence;
- (ii) in the event an elected alternate is required to replace an elected delegate, application for such leave will be made as soon as possible;
- (iii) the leave is for the period of the convention plus travelling time required to and from the convention location.

(b) Conciliation Board Hearings

(i) Where operational requirements permit, the Corporation will grant leave with pay to a reasonable number of employees representing the Association before a Conciliation Board.

(ii) Employee called as a witness

The Corporation will grant leave with pay to an employee called as a witness by a Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Association.

(c) Arbitration

Leave with pay for the period of the arbitration hearing for:

- (i) an employee who is a party,

- (ii) an employee who acts as a representative called by an employee who is a party,
- (iii) an employee called as a witness by an employee who is a party.

(d) Contract Negotiations

*63D
unpaid*

For the purpose of attending contract negotiations on behalf of the Association, leave without pay.

(e) Preparatory Contract Negotiations

To a reasonable number of employees to attend preparatory contract negotiations, leave without pay.

(f) Representatives Training Courses

See § 146

To authorized representatives of the Association to undertake training related to the duties of a representative, leave without pay.

(g) National Board and Branch Board Meetings

To a reasonable number of employees to attend National Board and Branch Board meetings, leave without pay.

(h) Branch Conferences

To a reasonable number of employees to attend Branch Conferences, leave without pay.

29.03 Requests for leave for the reasons stated in 29.02 will not be unreasonably denied.

29.04

*(a) Employees in the bargaining unit who are elected or appointed to serve on National Association Committees will be kept on the Corporation's payroll and the Association will fully reimburse the Corporation within 10 days after billing.

***(b) Employees in the bargaining unit who are elected to Branch Officer positions who are on Association leave without pay in accordance with this article will be kept on the Corporation's payroll and the Association will fully reimburse the Corporation within 10 days after billing.**

***(c) Requests for payment that include employees covered by paragraphs 29.04 (a) and (b) who are not entitled to pay for 10 days or more in a given month will include the value of the benefits of those employees.**

29.05 Except for 29.02, and where conditions are warranted, the Corporation agrees that on receipt of reasonable advance notice to the appropriate official leave without pay shall not unreasonably be denied provided that the processing of mail or provision of service to customers is not significantly impeded.

29.06 Representatives of the Association will be entitled to access non public areas of a post office provided they notify the appropriate representative of the Corporation with at least twenty-four (24) hours notice (except for alleged unsafe work conditions) and state the time, date and purpose of the visit. Permission may be denied on the basis of operational requirements or of service to customers.

ARTICLE 30

LEAVE WITHOUT PAY

30.01 The Corporation may grant leave without pay for any purpose. Such leave will not be unreasonably withheld.

ARTICLE 31

LEAVE GENERAL

GROUP POSTMASTERS

- 31.01 Where an employee has been granted leave with pay for any reason, such leave shall apply only to scheduled working days, and pay shall be calculated in accordance with clauses 35.09 to 35.11.
- 31.02 Where an employee has been granted leave of absence with or without pay, the Corporation will make direct payment to the person replacing the employee.
- 31.03 Group Postmasters may not be unduly absent from the postal premises without authorized leave.

FULL-TIME EMPLOYEES (Grade Offices)

- 31.04 When the employment of an employee who has been granted more vacation, furlough or sick leave with pay than has been earned, is terminated by death, the employee is considered to have earned the amount of such leave.
- 31.05 The amount of vacation, furlough and sick leave with pay credited to an employee by the Corporation at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.
- 31.06 No employee shall be granted sick or special leave during a period in which he is on leave of absence without pay or under suspension.

PART-TIME EMPLOYEES (Grade Offices)

- 31.07 No employee shall be granted sick or special leave during a period in which he is on leave of absence without pay or under suspension.

- 31.08** Leave shall apply only to scheduled working days, and an employee shall be paid only for the number of hours he would normally have been scheduled to work.
- 31.09** When a Part-time Assistant has been required to assume another schedule on a temporary basis for more than twenty (20) consecutive scheduled working days, he shall, in the event that he subsequently proceeds on paid leave, be paid while on such leave as if the temporary schedule were his own.

ARTICLE 32

SICK LEAVE

GROUP POSTMASTERS

per art 32.07

32.01 **Accumulation of Credits**

- (a) An employee shall accumulate sick leave credits at the rate of five (5) hours per month for each month in which he is entitled to receive pay for at least forty (40) hours of provision of postal service. Moreover, he shall accumulate an additional hour of sick leave credit for each additional monthly twenty (20) hours of provision of postal service paid in excess of the first forty (40) hours of provision of postal service, but such total credit shall not exceed ten (10) hours per month.
- (b) An employee who is on vacation leave shall continue to earn sick leave credits in accordance with the above.

“32.02 **Eligibility**

- (a) **Postmasters in non-corporate owned or leased premise will be eligible for sick leave with pay when absent because of illness provided the employee has sufficient accumulated sick leave credits and provided the absence is supported by medical evidence if requested by the Corporation, subject to paragraph (b)**

***(b)**

Sick leave with pay will be phased in as follows:

- i) Commencing April 1,1997 for the period of the absence that exceeds two (2) consecutive working days;**
- ii) Commencing January 1,1998 for the period of the absence that exceeds one (1) working day;**
- iii) Commencing July 1,1998 from the first day of the absence.**

***(c)**

In the event an employee in a Corporation-owned or Corporation-leased premise is absent because of illness he shall be entitled to sick leave with pay from the first day of absence up to the extent of his accumulated sick leave credits, provided such absence is supported by medical evidence, if requested by the Corporation.

***(d)**

In the event an employee in a Corporation-owned or Corporation-leased premise is absent because of a prescheduled medical appointment requested by his doctor for the application of a medical procedure during that appointment, he shall be entitled to sick leave with pay up to the extent of his accumulated sick leave credits, provided such absence is supported by medical evidence, if requested by the Corporation.

32.03

When a Post Office qualifies and is converted from Group to Grade and the conversion is retroactive, the employee affected will be compensated, at his new rate of pay, for all sick leave without pay that was granted by the Corporation during the retroactive period, to the extent that sick leave credits were available at the time the sick leave without pay was granted.

32.04

When the employment of an employee who has been granted more sick leave with pay than has been earned, is terminated by death, the employee is considered to have earned the amount of such leave.

- 32.05** The amount of sick leave with pay credited to an employee at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.
- 32.06 No employee shall be granted sick leave during a period in which he is on leave of absence without pay or under suspension.

FULL-TIME EMPLOYEES (Grade Offices)

32.07 Accumulation of Credits

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he is entitled to receive pay for at least ten (10) days.

32.08 Eligibility

An employee is eligible for sick leave with pay when he is unable to perform his duties or any available work because of illness or injury provided that:

- (a) he satisfies the Corporation of his condition in such manner and at such time as may be determined by the Corporation,

and

- (b) he has the necessary sick leave credits.

32.09 An employee is eligible for sick leave with pay when he is absent because of a prescheduled medical appointment requested by his doctor for the application of a medical procedure during that appointment provided that:

- (a) he satisfies the Corporation of his condition in such manner and at such time as may be determined by the Corporation,

and

- (b) he has the necessary sick leave credits.

32.10 Unless otherwise informed by the Corporation, a statement signed by the employee stating that because of his illness or injury he was unable to perform his duties or any available work shall, when delivered to the Corporation, be considered as meeting the requirements of Clause 32.08(a):

(a) if the period of leave requested does not exceed five (5) days,

and

(b) if, in the current fiscal year, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by him.

32.11 Credit Deduction

Where an employee qualifies for sick leave in accordance with 32.08 or 32.09 above, leave shall be deducted from accumulated credits for each hour of absence.

32.12 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 32.08, sick leave with pay may, at the discretion of the Corporation, be granted:

(a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave,

or

(b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned

32.13 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

32.14 Leave of Absence Without Pay

When an employee is unable to perform his duties or any available work due to illness or injury and has no earned sick leave to his credit, the Corporation, at its discretion, may grant leave of absence without pay. The total period of such sick leave whether paid or unpaid shall not exceed three (3) years.

32.15 Quarantine

An employee is entitled to be paid for time lost due to quarantine where he is unable to work as certified by a qualified medical practitioner. Such leave is to be granted without charge to leave credits.

32.16 Nature of Illness

An employee shall not be required to describe the nature of his illness on the sick leave form.

PART-TIME EMPLOYEES (Grade Offices)

32.17 Accumulation of Credits

- (a) An employee shall accumulate sick leave credits at the rate of five (5) hours per month for each month in which he is entitled to receive pay for at least forty (40) regularly scheduled hours of work. Moreover, he shall accumulate an additional hour of sick leave credit for each additional monthly twenty (20) regularly scheduled hours worked in excess of the first forty (40) regularly scheduled hours but such total credit shall not exceed ten (10) hours per month. The regularly scheduled hours referred to can be the employee's own hours and/or the regularly scheduled hours of another employee if he assumes that other employee's regularly scheduled hours in whole or in part. Sick leave credits are not earned in respect of extra hours worked beyond the regularly scheduled hours of an office, or overtime hours paid.
- (b) An employee who is on vacation leave shall continue to earn sick leave credits in accordance with the above.

32.18

Eligibility

An employee is eligible for sick leave with pay when he is unable to perform his duties or any available work because of illness or injury provided that:

- (a) he satisfies the Corporation of his condition in such manner and at such time as may be determined by the Corporation,

and

- (b) he has necessary sick leave credits.

32.19

An employee is eligible for sick leave with pay when he is absent because of a prescheduled medical appointment requested by his doctor for the application of a medical procedure during that appointment provided that:

- (a) he satisfies the Corporation of his condition in such manner and at such time as may be determined by the Corporation,

and

- (b) he has necessary sick leave credits.

32.20

Unless otherwise informed by the Corporation, a statement signed by the employee stating that he was unable to perform his duties or any available work shall, when delivered to the Corporation, be considered as meeting the requirements of Clause 32.18(a):

- (a) if the period of leave requested does not exceed five (5) days,

and

- (b) if in the current fiscal year, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by him.

32.21 **Credit Deduction**

Where an employee qualifies for sick leave in accordance with 32.18 or 32.19 above, leave shall be deducted from accumulated credits for each hour of absence.

32.22 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause **32.18**, sick leave with pay may, at the discretion of the Corporation, be granted:

(a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave,

or

(b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

32.23 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

32.24 **Leave of Absence Without Pay**

When an employee is unable to perform his duties or any available work due to illness or injury and has no earned sick leave to his credit, the Corporation, at its discretion, may grant leave of absence without pay. The total period of such sick leave whether paid or unpaid shall not exceed three (3) years.

32.25 **Quarantine**

An employee is entitled to be paid for time lost due to quarantine where he is unable to work as certified by a qualified medical practitioner. Such leave is to be granted without charge to leave credits.

32.26 **Death**

When the employment of an employee who has been granted more sick leave with pay than has been earned, is terminated by death, the employee is considered to have earned the amount of such leave.

32.27 The amount of sick leave with pay credited to an employee by the Corporation at the time this Agreement is signed, or at a time when he becomes subject to this Agreement, shall be retained by the employee.

ARTICLE 33

INJURY-ON-DUTY LEAVE

33.01 An employee in a Grade Office or in a Croup Post Office in a Corporation-owned or leased premise shall be granted injury-on-duty leave with pay for such period as may be determined, by a Provincial Workers' Compensation Board that he is unable to perform his duties or any available work because of:

(a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct,

or

(b) sickness resulting from the nature of his employment,

or

(c) over-exposure to radioactivity or other hazardous conditions in the course of his employment,

if the employee agrees to pay to the Corporation any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

ARTICLE 34

INSURANCE PLANS

34.01 Extended Health Care Plan (EHCP) in force on date of signing of the collective agreement

(a) The Corporation agrees that the Extended Health Care Plan (EHCP) in force on date of signing of the collective agreement, shall remain in effect during the term of this Agreement and that subject to (b) below, the Corporation will contribute to the premium cost as provided under the Plan.

(b) $\frac{70K}{100}$ $\frac{76G}{1}$ The Corporate contribution to the "Medical" (this excludes the Optional Expense Benefit) portion of the EHCP will be 100% of the premium.

34.02 Disability Insurance Plan

(a) $\frac{10D}{0\ details}$ $\frac{75}{no\ details}$ The parties agree that the Disability Insurance Plan, in force on date of signing of the collective agreement, shall be available to all employees subject to eligibility requirements.

(b) The parties agree that the premium payable by the part-time employees will not be higher than the premium payable by full-time employees.

34.03 Dental Plan

The Dental Plan agreed upon by the parties shall form part of this Collective Agreement. Costs of the plan shall be borne by the Corporation.

*(a) The dental plan reflects the 1995 Fee Guide.

*(b) Employees hired for an indeterminate period of time in corporation-owned or corporation-leased premises and whose regularly scheduled hours of work equal or exceed fifteen (15) hours per week are eligible for coverage, **provided that they are in CPAA classification level 2 and above.**

***(c) Effective April 1,1997, clause 34.03 will apply to Postmasters in CPAA classification level 2 and above in non Corporation-owned or leased premises.**

***(d) Notwithstanding clause 34.03, those employees in CPAA classification level 1 who as of March 31,1997 were entitled to the dental plan shall continue to be so entitled for as long as they are the incumbent in that position.**

34.04 Vision/Hearing Care Plan

(a) The Corporate Vision/Hearing Care Plan shall form part of this Agreement and shall remain in full force and effect for the term of the Agreement.

(b) The cost of the plan will be assumed by the Corporation.

(c) The eligibility requirements for coverage under the Vision Plan shall be the same as those of the Corporate Dental Plan.

(d) The covered expenses under the vision benefits shall be a maximum of one hundred thirty dollars (\$130.00) for each twenty-four (24) month period.

(e) The covered expenses under the hearing benefits shall be a maximum of six hundred dollars (\$600.00) for each sixty (60) month period.

34.05 Provincial Medical Insurance Plan Premium

J
70A
70

The Corporation agrees to contribute to the Provincial Medical Insurance Plan Premium in premium paying provinces at the rate of seventy percent (70%) of the provincial medical premium.

ARTICLE 35

APPLICATION OF RATES OF PAY

35.01 Terms and Conditions

Except as provided in this Agreement, the terms and conditions governing the application of pay to employees are not affected.

***35.02 Applicable Rates**

An employee shall be paid in accordance with **Appendix "A"**.

35.03 Premium Rates of Pay

Under no circumstances will premium rates of pay be pyramided.

35.04 Red-Circling

This article is subject to Appendix "E" of this Collective Agreement, in respect of red-circled employees.

"35.05 Pay Increments

All pay increments are suspended for employees in CPAA classification levels 1,2 and 3, for the twelve (12) month period from April 1st, 1997 to March 31st, 1998.

- (a)** Except as otherwise provided, an employee shall, where applicable, be granted pay increments until such time as he reaches the maximum rate in the scale of rates applicable to the classification level to which he has been appointed.
- (b)** The pay increment shall be to the rate in the scale of rates applicable to the classification level to which he has been appointed that is next higher than the rate the employee is then being paid.
- (c)** The pay increment date for an employee shall be the first (1st) Monday of the first full pay period following the anniversary date of the appointment.

- (d) Except as otherwise provided, Part-Time Assistants will be entitled to pay increments every twelve (12) months. Part-Time Assistants will be entitled to move to the next higher level of the then applicable scale of rates on the first Monday of the first full pay period immediately following the completion of twelve (12) months of continuous employment.
- (e) The pay increment date of an employee who reverts voluntarily to a lower paying position shall not change, unless he receives as a result of the voluntary reversion, an increase in pay equivalent to at least one-half(%) of the minimum increment in the scale of rates to which he reverts voluntarily. In the latter event, the pay increment date shall thereafter be the first Monday of the first full pay period immediately following the anniversary date of such voluntary reversion to a lower paying position.
- (f) Where an employee is promoted or transferred on the day on which a pay increment would otherwise have become due to him in the position from which he is promoted or transferred, his rate of pay in that position on the day immediately prior to his appointment shall be deemed to have been the rate of pay that he would have received if the pay increment had become due to him on that date.

35.06 Leave of Absence

- (a) Clause 35.05 shall not apply to an employee who during the pay increment period has been on leave without pay for a period in excess of two (2) consecutive months for purposes other than election to a full-time Association or municipal office, education, or to serve for a period of not more than three (3) years in the Canadian regular forces or active service forces.
- (b) An employee to whom Clause 35.06(a) applies shall be entitled to a pay increment on the first Monday of the first full pay period immediately following the date on which he will have performed his duties for a period of twelve (12) months, calculated from the commencement of the pay increment period.

“35.07

Promotion

*(a)

A promotion means the appointment of an employee to a classification level where the maximum **hourly** rate of pay applicable to the classification level to which he is appointed exceeds the maximum **hourly** rate of pay applicable to the classification level held by him immediately prior to that appointment.

(b)

Where an employee is promoted, he shall be paid at the rate of pay nearest the rate of pay he was receiving immediately prior to the promotion that gives him an increase in pay that is not less than the smallest pay increment applicable to the classification level to which he is appointed or, if there is no such rate, at the maximum rate of pay applicable to the classification level to which he is appointed.

*35.08

Cost of Living Allowance (C.O.L.A.)

*(a)

Effective **July 1,1997**, the cost-of-living allowance based on the Consumer Price Index, Canada, all items (1986=100) shall be paid once in every period as defined below to each full and part-time employee in Grade Offices and Croup Postmasters in Corporate-owned or - leased premises in accordance with the following:

*(i) The periods referred to in clause 35.08(a) are as follows:

July 1,1997 to September 30,1997
October 1,1997 to December 31, 1997

January 1,1998 to March 31,1998
April 1,1998 to June 30,1998

(ii)

The Allowance will be paid on a cumulative basis of one (1) cent per hour for each full zero point zero eight (0.08) of a point increase in the Consumer Price Index.

- ***(iii)** During the period **July 1,1997** to **June 30,1998**, the first payment shall become effective when the C.P.I. reaches an adjusted index which is six percent (6.0%) greater than the index published for **June, 1997**. For the first payment, the Index published at the end of a period shall be compared with the adjusted Index and the payment will become effective from the first of the month for which the published Index exceeds the adjusted Index and paid in accordance with (ii) above.
- ***(iv)** For the remaining payments, the Index published at the end of a period will be compared with the Index published at the end of the previous period and paid in accordance with (ii) above. The final payment will be made for the period up to and including **June 30, 1998**.
- (v)** All payments shall be made out as a lump sum and paid in arrears as set out in sub-clause (ii) above. Any allowance paid shall not be incorporated in the basic wage rates and shall not affect any premium rates or superannuation, but shall be included in computing pay for statutory holidays and paid leave.
- (vi)** If there is a decrease in the Index at the end of a given period, to an Index point level that is less than the Index point level that gave rise in the previous period to an Allowance, the Allowance shall be adjusted downward by one (1) cent for each full zero point zero eight (0.08) of a point decrease.
- (vii)** No adjustment, retroactive or otherwise shall be made as a result of any revision by way of correction which subsequently may be made to the Index by Statistics Canada.

- (viii) In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the Allowance, such change will be the subject of discussion by the parties prior to amending the above terms of reference.

GROUP POSTMASTERS

35.09 In the application of Clauses 3 5.10 and 3 5.11 :

- (a) “Work Survey Hours” means the maximum weekly hours of work for each Croup Post Office level as determined by the work content measurement system.
- (b) “Available Hours” means the difference between the Work Survey Hours and the hours per week the employee is required by the Corporation to be available to provide postal service in each Croup Post Office.
- (c) “Hourly Rate” means the rate as specified in Appendix “D”.

35.10

- (a) Subject to Clause 35.11, an employee in a Croup Post Office shall be compensated on the basis of “Work Survey Hours” and “Available Hours”.
- (b) Weekly compensation for an employee shall be determined by applying the hourly rate in accordance with the following formula:

$$\begin{array}{r} \text{Work} \\ \text{Survey} \\ \text{Hours} \end{array} \quad \times \quad \begin{array}{r} \text{Hourly} \\ \text{Rate} \end{array} \quad + \quad \begin{array}{r} \text{Avai-} \\ \text{lable} \\ \text{Hours} \end{array} \quad \times \quad \begin{array}{r} \text{Hourly} \\ \text{Rate} \end{array}$$

35.11 An employee housed in Corporation-owned or Corporation-leased premises, shall, for services rendered, be compensated at the hourly rate: of pay for all hours he is required by the Corporation to provide postal service, and is not to be permitted to engage in other gainful employment during the normal hours of operation of the Post Office.

“35.12 **Salary Protection**

If, as a result of the implementation of the new job evaluation plan, an employee’s current salary exceeds the maximum rate of the new salary range he will be salary protected (i.e. will have current salary maintained). Such employee will remain salary protected until March 31,2002 or until such time as the maximum rate for the salary range catches up to his current rate of pay, or until he accepts a demotion, whichever occurs first.

The Corporation will have the discretion to offer a salary protected employee a lump sum payment to purchase the employee’s salary protection, and upon payment of the lump sum, the wage rate for the employee’s position will revert to the new rate established pursuant to the implementation of the job evaluation plan. Acceptance of such an offer will be voluntary on the part of salary-protected employees.

APPENDIX “E” does not apply.

ARTICLE 36

OVERTIME

GROUP POSTMASTERS

- 36.01 In the application of clauses 36.01 to 36.03 overtime shall be defined as additional hours, in excess of eight (8) hours of work per day, or in excess of forty (40) hours of work per week, required:
- (a) to be worked in extraordinary circumstances
- or
- (b) by reason of participation in a course of instruction or attendance at a meeting, upon the specific instructions of the Divisional General Manager or his representative.
- 36.02 When an employee is required to work overtime as defined in Clause 36.01, he shall be compensated for all such hours at one and one-half (1½) times his straight-time hourly rate of pay calculated to the nearest completed fifteen (15) minute period of overtime worked by him.
- 36.03 Payment of overtime shall be accompanied by an itemized statement.

FULL-TIME EMPLOYEES (Grade Offices)

- 36.04 For the purpose of clauses 36.04 to 36.08, overtime shall be defined as:
- (a) In respect of Grade Postmasters, work performed by a Postmaster who, after completing his regular shift for that day, is required to work additional hours due to extraordinary circumstances or on specific instructions by the Corporation.
- (b) In respect of Senior Assistants and Assistants, work required by an employee in excess of eight (8) hours daily or forty (40) hours weekly.

- (c)** Additional hours as required by the Corporation for an employee's participation in a course of instruction or attendance at a meeting after completion of his normal daily shift.
- 36.05** When an employee is required to work overtime as defined in Clause 36.04, he shall be compensated for all such hours at one and one-half (1 1/2) times his straight-time hourly rate of pay calculated to the nearest completed fifteen (15) minute period of overtime worked by him.
- 36.06** Payment of overtime shall be accompanied by an itemized statement.
- 36.07** Opportunities for overtime work will be allocated as equitably as possible to readily available and qualified employees in the Post Office in which they perform their normal hours of work.
- 36.08** Where there is an emergency operational requirement to work overtime and the designated approval officer(s) is/are not available, Grade Postmasters may authorize Senior Assistants and Assistants to work overtime. In such a situation, the Grade Postmaster must report the situation to the designated approval officer(s) at the earliest opportunity.

PART-TIME EMPLOYEES (Grade Offices)

- 36.09** For the purpose of clauses 36.09 to 36.11 overtime means all hours worked in excess of eight (8) hours per day or forty (40) hours per week, and shall be paid at the rate of one and one-half (1 1/2) times the straight-time hourly rate, calculated to the nearest completed fifteen (15) minute period.
- 36.10** Payment of overtime shall be accompanied by an itemized statement.
- 36.11** Opportunities for overtime work will be allocated as equitably as possible to readily available and qualified employees in the Post Office in which they perform their normal hours of work.

ARTICLE 37

WORK ON A DAY OF REST

FULL-TIME EMPLOYEES (Grade Offices)

- 37.01** When an employee is required by the Corporation to work on his day(s) of rest, he shall be paid for all such hours worked at two (2) times his straight-time hourly rate of pay, but in any case, he shall be paid at the said overtime rate for a minimum of three (3) hours, subject to his willingness to perform any work available.

ARTICLE 38

CALL BACK PAY

FULL-TIME EMPLOYEES (Grade Offices)

- 38.01** When a full-time employee is called back to work, except as defined in Article 46, on a regular work day after having completed his scheduled shift for that day and having left the Corporation's premises, he shall be guaranteed a minimum of three (3) hours work, or pay in lieu of work at one and one-half (1½) times his straight-time hourly rate of pay, subject to his willingness to perform any work available.

PART-TIME EMPLOYEES (Grade Offices)

38.02

- (a)** When an employee is called back to work, except as defined in Article 46, on a regular work day after having completed his scheduled shift for that day, and having left the Corporation's premises, he shall be guaranteed a minimum of three (3) hours work, or pay in lieu of work, at his regular straight-time hourly rate of pay, subject to his willingness to perform any work available.

- (b) When an employee is called back to work, except as defined in Article 46, on a regular work day after having worked a shift of eight (8) hours for that day, and having left the Corporation's premises, he shall be guaranteed a minimum of three (3) hours work, or pay in lieu of work, at one and one-half (1½) times his straight-time hourly rate of pay, subject to his willingness to perform any work available.

ARTICLE 39

SHIFT AND WEEKEND PREMIUMS

FULL-TIME EMPLOYEES (Grade Offices)

39.01 Shift Premium

45

.95

Employees shall receive ninety-five cents (95¢) per hour additional compensation for working during the hours stipulated in Clause 39.02.

39.02

The shift premium shall be payable in respect of all hours worked between the hours of 5:00 p.m. and 7:00 a.m., except that no shift premium shall be payable on shifts which start and finish between 6:00 a.m. and 6:00 p.m.

39.03 Weekend Premium

(a)
13

\$ 1.15

Employees shall receive an additional premium of one dollar and fifteen cent (\$1.15) per hour for work on a Saturday or Sunday as stipulated in (b)

(b)

Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday or Sunday.

PART-TIME EMPLOYEES (Grade Offices)

39.04 Shift Premium

95¢

/

Employees shall receive ninety-five cents (95¢) per hour additional compensation for working during the hours stipulated in Clause 39.05.

3 9 . 0 5 The shift premium shall be payable in respect of all hours worked between the hours of 5:00 p.m. and 7:00 a.m. No shift premium shall be payable on shifts which start and finish between 6:00 a.m. and 6:00 p.m., nor will the premium be payable to employees who are only scheduled to provide service one evening per week.

39.06 **Weekend Premium**

- (a) Employees shall receive an additional premium of one dollar and fifteen cents (\$1.15) per hour for work on a Saturday or Sunday as stipulated in (b)
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday or Sunday.
- (c) This premium does not apply to part-time employees who are scheduled to work only on Saturday or Sunday.

ARTICLE 40

ACTING PAY

FULLTIME EMPLOYEES (Grade Offices)

40.01

- (a) When an Assistant temporarily substitutes in or performs the duties of the Postmaster for at least one full eight (8) hour shift, the employee shall be paid acting pay from the first (1st) full eight (8) hour shift
- (b) When a Senior Assistant temporarily substitutes in or performs the duties of the Postmaster who may not be present in the office from time to time during the day or who is on rotation day off or on leave or is otherwise away from the post office, the Senior Assistant will not be paid acting pay except as provided for in clause 40.03. The differential paid to the Senior Assistant is paid in recognition of this additional responsibility and is paid in lieu of acting pay.

- (c) In order that unnecessary payment of acting pay to other employees will be avoided, operating managers will ensure that the weekly schedule of the Senior Assistant in relation to that of the Postmaster is such that the Senior Assistant is able to carry out the responsibility referred to in clause 40.01(b).
 - (d) When an Assistant temporarily substitutes in or performs the duties of the Senior Assistant in a Grade 6 post office for at least three (3) consecutive full eight (8) hour shifts, the employee shall be paid acting pay from the *first* full eight (8) hour shift.
 - (e) An Assistant, who has qualified for acting pay as a Senior Assistant in accordance with (d) above, shall not be required to requalify for acting pay as a Senior Assistant following a period where he has received acting pay as Postmaster, provided there has been no break in the requirement to substitute as either Senior Assistant or Postmaster.
 - (f) When a Postmaster temporarily substitutes in or performs the duties of a higher level position for at least one full eight (8) hour shift, the Postmaster shall be paid acting pay from the first (1st) full eight (8) hour shift.
 - (g) When a Senior Assistant temporarily substitutes in or performs the duties of a Postmaster's position outside the Senior Assistant's office for at least one full eight (8) hour shift, the employee shall be paid acting pay from the first full eight (8) hour shift.
- 40.02 For the purpose of Clause 40.01, a designated paid holiday occurring within the acting period shall be considered as a shift worked for purpose of payment of acting pay.
- 40.03 Where an employee is required to perform the duties of a position at a higher classification level within the bargaining unit for a period of more than twenty (20) consecutive full shifts, he shall be paid for the acting period in excess of twenty (20) consecutive full shifts as if he had been promoted to the higher classification level.

PART-TIME EMPLOYEES (Grade Offices)

40.04

- (a) When a Part-Time Assistant temporarily substitutes in or performs the duties of the Postmaster for at least one full eight (8) hour shift, the employee shall be paid acting pay from the first (1st) full eight (8) hour shift.
- (b) When a Part-Time Assistant temporarily substitutes in or performs the duties of the Senior Assistant in a Grade 6 post office for at least three (3) consecutive, full eight (8) hour shifts, the employee shall be paid acting pay from the first full eight (8) hour shift.
- (c) A Part-Time Assistant, who has qualified for acting pay as a Senior Assistant in accordance with (b) above, shall not be required to requalify for acting pay as a Senior Assistant following a period where he has received acting pay as Postmaster, provided there has been no break in the requirement to substitute as either Senior Assistant or Postmaster.

40.05 For the purpose of Clause 40.04, a designated paid holiday occurring within the acting period shall be considered as a shift worked for purpose of payment of acting pay.

40.06 Where a Part-Time Assistant is required to perform the duties of a position at a higher classification level within the bargaining unit for a period of more than twenty (20) consecutive full shifts, he shall be paid for the acting period in excess of twenty (20) consecutive full shifts as if he had been promoted to the higher classification level.

40.07

- (a) Acting assignments will be offered to qualified and readily available employees on the basis of first opportunity to the employee who works the greatest number of regularly scheduled hours per week, last opportunity to the employee who works the least number of regularly scheduled hours per week.

- (b) Where two or more employees are working the same number of hours per week, the opportunity shall be first offered to the employee with the longest continuous employment in that Post Office save that an employee who was formerly full-time and whose hours were reduced in accordance with Clause 12.07(a)(i) shall have priority.

ARTICLE 41

RELOCATION, TRAVEL AND ISOLATED POST

41.01 Relocation. Travel and Isolated Post

- (a) The benefit levels of the Corporate Relocation and Travel Policies in force on date of signing of the collective agreement will apply to eligible employees in the bargaining unit for the life of the collective agreement, unless amended by agreement of the parties.
- (b) The benefit levels of National Joint Council' Agreements concerning the Isolated Post, Living Accommodations and Commuting Assistance in force on date of signing of the collective agreement will apply to eligible employees in the bargaining unit and shall be continued until they are amended by agreement of the parties.
- (c) This Article does not apply to employees regularly scheduled to, work less than 15 hours per week.

ARTICLE 42

ANNUAL ADMINISTRATIVE ALLOWANCE

- 42.01** In recognition of the additional administrative complexities required in certain offices, the Corporation agrees that affected Postmasters and Senior Assistants whose offices qualify in accordance with the agreed criteria, will be entitled to an annual administrative allowance as follows:

(a) Postmasters - Six Hundred and Ninety Dollars (\$690.00).

(b) Senior Assistants - Two Hundred and Forty-Five Dollars (\$245.00).

These allowances will be paid in the manner as provided in clause 42.02.

42.02

(a) The factors determining the entitlement for the Annual Administrative Allowance in accordance with this Article must have been met during the previous fiscal year. They are as follows:

1. A minimum annual revenue of two hundred and sixty four thousand (\$264,000).
2. A minimum of 7 employees, (including Postmaster) in regular authorized Full-Time and Part-Time positions.
3. A minimum of two thousand and five hundred (2,500) points of call being served through a combination of Postal Boxes, General Delivery, and Contracted Delivery Services.
4. A minimum of two (2) Contracted Delivery Contracts to administer.

(b) The allowances referred to in Article 42.01 shall be paid on or before August 1 each year for the previous fiscal year.

ARTICLE 43

LEASING ALLOWANCE

43.01 At the request of the Association, the Corporation agrees to hold meaningful consultation on an annual basis at the national level on leasing allowances.

ARTICLE 44

BILINGUAL BONUS

- 44.01** The Corporation will continue its present practice with regard to the payment of bilingual bonus to employees in the Canadian Postmasters' and Assistants' Association bargaining unit.
- 44.02** For greater clarity it is understood that the bilingual bonus will continue to be paid during the term of the collective agreement. Furthermore, the amount of payment and the conditions for such payment shall be the same as those existing immediately prior to the signing of the collective agreement.

ARTICLE 45

FIELD SUPPORT DUTIES

- 45.01** Employees who agree to perform Field Support Duties shall be paid an allowance as specified in clause 45.04.
- 45.02** The allowance referred to in 45.01 shall be paid on a quarterly basis.
- 45.03** An employee performing Field Support Duties will not recommend or take disciplinary action against members of the bargaining unit.
- 45.04** The field support duties allowance will be of one dollar and fifty (\$1.50) per hour, up to a daily maximum of ten dollars (\$10.00).

ARTICLE 46

PAY FOR LOCKING LOBBY DOORS

- 46.01** Except where a Post Office is housed in an employee's domicile or on the same property as the employee's domicile, an employee who is required by the Corporation to return to the Post Office for the purpose of locking and making secure the lock-box lobby, shall receive one (1) hour's pay at his straight-time hourly rate of pay for each occasion.

ARTICLE 47

TRAVEL AND ISOLATED POST ALLOWANCE

47.01

- (a)** An employee on strength at the date of signing of the collective agreement who works 13 1/3rd hours or more per week in a Grade Office or a Group Postmaster in a CPC owned/leased premise at an isolated post listed in Appendix "G" shall be entitled:
- (i) when proceeding on vacation or sick leave, to travel leave (leave of absence with regular pay) of three (3) days or actual travel time, whichever is the lesser, for purposes of travel from his post to a point of departure and to return from a point of departure to his post. In the case of unavoidable delay due to transportation problems between his post and the point of departure or return, the Corporation may grant additional time in consideration of the circumstances. The granting of such additional time shall not be unreasonably withheld.
 - (ii) to isolated post allowance.

(b) the entitlements described in (a) above shall be maintained for as long as the employee remains employed with Canada Post Corporation in his present office or any offices listed in Appendix "G" and will not be extended to employees hired or assigned after August 4, 1994.

47.02 Effective sixty (60) days after the signing of the collective agreement, employees currently receiving Isolated Post Allowance at the rate in effect on December 23, 1990 and in locations not described in Appendix "G" shall continue to receive said entitlements but at the same rate paid under clause 47.01(a)(ii) for as long as they maintain their employment with Canada Post Corporation in their present office or any offices listed in Appendix "G".

ARTICLE 48

CONVERSION OF POST OFFICES

48.01 **Group to Grade**

(a) When a Post Office qualifies and is converted to Grade status, the incumbent Postmaster, where he is considered qualified, will be appointed to the higher level position effective the date of the reclassification of the position and will be paid at the applicable pay rate. Under normal circumstances all pertinent data as to changes in hours, staffing, leave credits, salary, etc. will be implemented within ninety (90) days of the recommendation to appoint the Postmaster. In addition to his salary, a leasing allowance, as provided by Article 43 will be paid until such time as the Corporation provides Corporation-owned or Corporation-leased premises.

(b) When a group postmaster is reclassified to a grade postmaster position, he must devote full time to postal duties.

(c) Where a Group Office is converted to Grade status, the Corporation agrees to consult locally with the authorized Association representative in order to determine if the hours of service should be set at a similar level to Grade Offices in the surrounding area. At least twenty (20) days prior to the consultation, the Corporation shall forward to the local President the Corporation's position in this matter.

48.02 **Grade to Group**

A postmaster who is reclassified from Grade to Group status, will retain and be permitted to use his accumulated sick and furlough leave credits as if he had retained grade status, until such credits are exhausted.

48.03 When a Grade Postmaster is reclassified from Grade to Group status, he may elect either:

(a) to receive full cash payment as a Grade Postmaster for all vacation leave accumulated as of the date of the downgrading;

or

(b) to use such accumulated vacation leave credits during the 12-month period immediately following the effective date of the downgrading, as if he had retained grade status, until such credits are exhausted.

48.04 With respect to employees on strength on the date of signing of this Collective Agreement, where a Grade Postmaster located in a Corporate-owned or -leased premise has been red-circled in accordance with Appendix "E" to a Group Postmaster Level, and he has not been transferred in accordance with Paragraph (c) of that Appendix, and the Corporation would otherwise require the employee to provide suitable premises, the employee may opt to have the provisions of Article 13 applied to him.

50.02 **Six (6) Weeks or Less**

Term employees employed for a period of six (6) weeks or less will not be subject to the Collective Agreement except as follows:

Clauses 3.05 to 3.11 - Check Off;

- Applicable Rates of Pay Appendix adjusted as per clause 50.06; and
- any applicable benefits required under the Canada Labour Code.

50.03 **More Than Six (6) Weeks But Without Continuous Employment**

Term employees employed for a period of more than six (6) weeks but not having continuous employment will not be subject to the Collective Agreement except as follows:

- Article 1 - Purpose of Agreement;
- Article 2 - Definitions;
- Article 3 - Union Recognition and Check-Off;
- Article 4 - Management Rights;
- Article 7 - Grievance Procedure (except 7.25);
- Article 8 - No strike - No lockout;
- Article 9 - Communications;
- Article 17 - Safety and Working Conditions;
- Article 20 - Hours of Work and Service;
- Article 35 - Application of Rates of Pay;
- Article 36 - Overtime;
- Article 37 - Work on a Day of Rest;
- Article 39 - Shift and Week-end Premiums;
- Article 46 - Pay for Locking Lobby Doors; and, as applicable:
- Article 52 - Counter Credit/Audit
- Article 53 - Miscellaneous;
- Article 55 - Amendment;
- Article 56 - Official Texts;
- Article 57 - Duration and Renewal;

Plus any applicable benefits required under the Canada Labour Code.

50.04 With Continuous Employment

Term employees having continuous employment will be subject to the Collective Agreement except as follows:

- Article 7 - 7.25;
- Article 11 - Staffing (except 11.11 - Probation);
- Article 12 - Allocation of Hours (except 12.02, 12.03, 12.05(a));
- Article 13 - Job Security;
- Article 16 - Severance Pay;
- Article 24 - Parental Leave;
- Article 28 - Personnel Selection Leave;
- Article 29 - Leave for Association Business;
- Article 34 - Insurance Plans;
- Article 45 - Field Support Duties;
- Article 47 - Travel from Isolated Post;
- Appendix E - Red Circling.

50.05 No Artificial Break

The Corporation agrees not to artificially create a break in service of a term employee solely in order to prevent the term employee attaining an improved status as a term employee.

***50.06 Rates of Pay**

Until term employees attain continuous employment, they shall be paid at the minimum rate of the applicable CPAA classification level.

50.07 Recall

Term employees employed in excess of six (6) months shall be subject to recall in the event another term assignment arises in their office within ninety (90) days of their last day of employment with the Corporation.

50.08 Appointment Period

Except as a result of granting leave under a provision of this Agreement, a term appointment shall not normally be in excess of six (6) months. Abnormal cases shall be a matter of consultation with the appropriate Branch President.

ARTICLE 51

WORK IN THE BARGAINING UNIT

51.01

- (a) An employee in the bargaining unit will not be required to perform work in another bargaining unit. Similarly, an employee from another bargaining unit will not perform work in the bargaining unit.
- (b) For those employees governed by clause 13 .0 1:
- (i) the Corporation agrees to hold constructive consultation with the Association prior to having work normally done by the employees of the bargaining unit contracted out.
 - (ii) If work belonging to the bargaining unit is contracted out, any employee adversely affected to the extent of becoming surplus, will have protection to the extent outlined in Article 13.

ARTICLE 52

COUNTER CREDIT/AUDIT

52.01

All audits of the counter credits of a Postmaster or an Assistant shall take place in his presence except where he is unavailable, in which case the audit shall be witnessed by another employee.

52.02

Audit

- (a) In an office where the shifts of the Postmaster and the Part-Time Assistant do not overlap, the Part-Time Assistant's shift may be extended up to a maximum of one (1) hour on any one (1) day within a cash account period for the purpose of auditing the Part-time Assistant's counter credit.
- (b) The shifts of part-time assistants working Saturday only may be extended up to a maximum of one (1) hour on any one (1) day within a six (6) month period or more often as determined by management for the purpose of auditing the part-time assistant's counter credit.
- (c) In an office where the shifts of the Postmaster and the Part-Time Assistant do not coincide, audits of the counter credits of the Part-Time Assistant will be conducted jointly by the Postmaster and an authorized postal official. Where another postal official is not available, the Part-Time Assistant's shift may be extended up to a maximum of one (1) hour on any one (1) day within a six (6) month period or more often as determined by management for the purpose of satisfying the audit requirement.

52.03

An employee shall be given an opportunity weekly to balance his till during his working hours at a time to be determined by his Postmaster.

ARTICLE 53

MISCELLANEOUS

***53.01**

Uniforms and Protective Clothing

- *(a) **Order forms will be issued yearly and are to be returned promptly to the supplier by the employee to ensure that issue is received by the following year.**
- *(b) The clothing entitlement for employees in Grade offices serving the counter more than 25 hours per week is as follows:

<u>Article Conditions</u>	<u>Number</u>	<u>Duration</u>
Ties, Male Cross-over, Female	2	1 year
Shirts, Male Blouses, Female Employee choice of long sleeve or short sleeves	3	1 year
Cardigan or vest * first issue	Both Items	1 year
• subsequent issue	1	1 year
Identification Tag	1	On exchange

*(c)

The clothing entitlement for employees in Grade offices serving the counter more than 10 hours per week is as follows:

<u>Article Conditions</u>	<u>Number</u>	<u>Duration</u>
Ties, Male Cross-over, Female	1	1 year
Shirts, Male Blouses, Female Employee choice of long sleeve or short sleeves	2	1 year
Cardigan or vest • first issue	Both Items	2 year
• subsequent issue	1	2 year
Identification Tag	1	On exchange

(d)

Group Postmasters in Corporation-owned - leased Premises:

For purposes of clothing entitlement such Postmasters are to receive the same treatment as employees in Grade offices.

53.02 **Training**

The Corporation agrees that the training of employees in the bargaining unit shall be sufficient and adequate and whenever possible, it will be given during the hours of work.

53.03 **Opening and Closing**

Where necessary, employees in a Grade Office shall be so scheduled as to allow sufficient time to prepare for the opening of an office and the closing of an office at the close of the business day.

53.04 **Time to Review**

Once provided with any Assessment/Appraisal Report, an employee will have a reasonable amount of time (normally not more than three (3) days) to study, make written comments on and return the report. A copy of the report shall be given to the employee upon request.

ARTICLE 54

CONDITIONS NOT COVERED IN COLLECTIVE AGREEMENT

54.01

- (a) The existing working conditions concerning the payment of a premium, the payment of an allowance or the payment of any other financial benefit that is not covered by this Collective Agreement shall remain in effect until such time as they are otherwise renegotiated between the parties.

- (b) All documents, letters, memoranda of understanding, agreements, including local agreements, commitments and understandings, whether oral or written, not specifically renewed in this agreement are null and void.

ARTICLE 55

AMENDMENT

- 55.01** This Agreement may be amended during its term by mutual agreement of the parties.

ARTICLE 56

OFFICIAL TEXTS

- 56.01** Both the English and French texts of this Agreement shall be official.
- 56.02** All; Appendices annexed to this agreement are incorporated into and form part of the Agreement.

***ARTICLE 57**

JOB EVALUATION PLAN

The Job Evaluation Plan agreed upon by the parties is effective as of April 1, 1997.

“57.01

- *(a) The Corporation and the Association agree, effective on the date of the signing of the collective agreement, that the Job Evaluation Plan agreed upon by the parties will be the recognized Job Evaluation Plan for all positions in the bargaining unit.**
- *(b) The parties agree to meet to establish a committee which will deal with the ongoing maintenance process for the Job Evaluation Plan as per Appendix “H”.**

- *(c)** The Corporation agrees to advise in writing and consult with the Association prior to taking any Job Evaluation action including those which would have the result of upgrading, downgrading, or deleting positions. The Corporation and the Association agree that a re-evaluation of any current position shall be done in accordance with the Job Evaluation Plan.

- *(d)** If, during the term of this agreement, a new position is created by the Corporation, which falls within the CPAA Bargaining Unit, the Corporation and the Association agree to evaluate the new position using the Job Evaluation Plan.

- *(e)** If the new position does not fit into any CPAA Classification Level established according to The Job Evaluation Plan, the Corporation shall negotiate the rates of pay for the new positions with the Association. Failing agreement on the appropriate rates of pay, the Corporation may decide to implement rates of pay for the new position.

- *(f)** If a new position cannot be properly evaluated by the current Job Evaluation system, the Association and the Corporation shall agree to appropriate modification to the system. Any position re-classified upwards will be dealt with in accordance with Article 35.07 and any position reclassified downwards will be dealt with in accordance with Appendix "E".

- *(g)** In the event the joint committee cannot resolve outstanding issues, the committee will seek the assistance of an Advisor, agreed to by the parties. The Advisor shall be knowledgeable in the field of job evaluation systems. The Advisor shall mediate the dispute and resolve any matter which remains outstanding at the end of the mediation.

***ARTICLE 58**

RENEWAL AND DURATION

- “58.01 Unless otherwise expressly stipulated, this agreement shall become effective from January 1,1997and remain in effect until June 30,1998 CPAA undertakes that at the next round of bargaining, it will not make any demand for the period July 1,1998 to December 31,1998 that has a financial impact on the Corporation.**
- *58.02 Either party desiring to propose changes or amendments to that agreement shall, within a period of three (3) months prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within twenty (20) days after such notice by one party, the other party is required to enter into negotiations.**
- “58.03**
- *(a) If, on June 30,1998 the parties have not reached a negotiated agreement, the matter in dispute shall be submitted to an arbitrator agreed upon by the parties for final offer selection arbitration and neither party will have recourse to their respective right to strike or lockout.**
- *(b) The parties will simultaneously submit, in writing, their respective final offers to the arbitrator. Such offers may not be amended once they have been submitted.**
- *(c) The arbitrator shall, at the request of either party, hear the parties’ defense of their respective offers, including any relevant evidence.**

- *(d) The arbitrator shall render a decision by selecting one of the offers in its entirety. The arbitrator may not amend the offer he or she selects.**

- *(e) A decision must be rendered within the 30 calendar days of the date on which the offers were submitted.**

“APPENDIX “A”

RATES OF PAY

Rates of pay effective April 1, 1997

50A
1

CPAA Classification	\$ 13.09	- \$13.40	- \$13.75
Level 1 (up to 360 pts)	- \$14.40	- \$15.09	<u>\$15.84</u> ^b
CPAA Classification	\$14.09	- \$14.40	- \$14.75
Level 2(361 to 480 pts)	- \$15.40	- \$16.09	- \$16.84
CPAA Classification	\$14.72	- \$15.03	- \$15.38
Level 3 (481 to 600 pts)	- \$16.03	- \$16.72	- \$17.50
CPAA Classification	\$15.35	- \$15.90	- \$16.45
Level 4 (601 to 720 pts)	- \$17.00	- \$17.55	- \$18.10
CPAA Classification	\$15.95	- \$16.50	- \$17.05
Level 5 (721 to 840 pts)	- \$17.60	- \$18.25	- \$18.70
CPAA Classification	\$16.81	- \$17.36	- \$17.91
Level 6 (841 pts & above)	- \$18.46	- \$18.91	- \$19.56

Daily Rate is obtained by multiplying the hourly rate by eight (8) rounded to the nearest cent.

Weekly Rate is obtained by multiplying the daily rate by five (5) rounded to the nearest cent.

Annual Rate is obtained by multiplying the hourly rate by 2087.04 rounded to the nearest cent.

The hourly rate shown above will determine the compensation to be paid to Group Postmasters in accordance with Clauses 20.0 1, 20.02, 35.09, 35.10, and 35.11.

***Note:** Effective April 1,1997 employees' salaries below the range will be adjusted to the lowest rate of the range. However, for employees in CPM classification levels 1,2 and 3, such adjustment will not exceed forty (40) cents,per hour on implementation. Any salary adjustment to CPAA classification levels 1,2 and 3 in excess of forty (40) cents per hour an employee would otherwise be entitled to upon implementation of the range, will only take effect on April 1st, 1998.

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

RED-CIRCLING

- (A) Subject to the conditions outlined below, the incumbent of a position reclassified to a sub-group or level having a lower maximum rate of pay shall have his rate of pay adjusted in accordance with the rate of pay for the position, except where the employee's certificate of appointment coincides with the sub-group or level to which the position is to be reclassified.
- (B) Prior to the downgrading of the position the incumbent is to be so notified in writing. For a period of two years from the date of receipt of such notification, the position will retain the same classification which was assigned to it prior to the above-mentioned notification. During the two year period the incumbent of the position will continue to receive all pay entitlements that he would be entitled to receive under this agreement.
- (C) The Corporation will make every reasonable effort to transfer employees, to whom (A) and (B) apply, to positions classified at a level equal to the classification prescribed in their certificates of appointment, where such transfer is lawful. In the event that an employee declines an offer of transfer without good and sufficient reason, he will lose all the benefits of this understanding and will be paid immediately at the rate of pay for the lower classification which is nearest to but not less than his existing rate of pay and if no such rate of pay exists, at the maximum rate of pay for the lower classification.
- (D) An employee who receives notification pursuant to sub-paragraph (B) has an obligation to seek a transfer or promotion from the position which was the subject-matter of the notification.

- (E) At the end of the two year period or when the incumbent vacates the position, whichever occurs first, the Corporation shall downgrade the position to which the notification refers. If at that time the employee to whom sub-paragraphs (A) and (B) applies still occupies that position, he will then be paid at the rate in the lower classification that is nearest to but not lower than his current rate of pay. If no such rate exists, he will be paid at his current rate of pay (holding rate) until such time as the maximum rate of pay of the lower classification is equal to or greater than his holding rate of pay. In the case of a Croup Postmaster, the holding rate of pay is his hourly rate of pay as found in Appendix "D". At that time the employee will be paid at the rate of pay which is nearest to but not less than his current rate of pay. If his current rate of pay is the maximum rate and he has been at that rate for one year or more, the employee will be paid at the maximum rate of pay of the lower classification.
- (F) An employee, who, pursuant to sub-paragraph (E), is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump-sum payment equal to 100% of the economic increase for the employee's former group and level calculated on his annual rate of pay.
- (G) An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of sub-paragraph (F), shall receive a lump sum payment equal to the difference between the amount calculated by the application of sub-paragraph (F) and any increase in pay resulting from his removal from the holding rate.

- (H) Notwithstanding sub-paragraph (E), an employee who has attained the age of 60 when the position he occupies is reclassified downward will continue to receive the pay entitlements which are applicable to the classification which was assigned to the position he was occupying prior to the downgrading of that position.
- (I) This memorandum of understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
- (J) The memorandum of understanding supersedes the conversion and post-conversion pay regulations where the regulations are inconsistent with the memorandum of understanding.
- (K) Where the provisions of the collective agreement differ from those set out in the memorandum of understanding the conditions set out in the memorandum of understanding shall prevail.

APPENDIX "F"

NORTHERN SERVICES
{AREA OF COMPETITION

- A) The Area of Competition for northern offices shall not be less than:

Yukon Territory

Atlin	Beaver Creek
Carcross	Dawson City
Dease Lake	Destruction Bay
Faro	Haines Junction
Mayo	Muncho Lake
Tagish	Teslin
Watson Lake	

Mackenzie Territory

Fort Chipewyan	Fort McPherson
Fort Norman	Fort Simpson
Fort Smith	Norman Wells
Meander River	Tsiigehtchic (Arctic Red River)

Nunavut

Arviat	Cambridge Bay
Cooper-mine	Iqaluit
Rankin Inlet	

Northern Quebec

Chisasibi	Fermont
Kuujuuaq	Kuujuaraapik
Radisson	Obedjiwan
Schefferville	Waswanipi

Labrador

Black Tickle	Cape Charles
Cartwright	Charlottetown
Churchill Falls	Forteau
Hopedale	L'Anse Amour
L'Anse au Clair	L'Anse au Loup

Makkovik	Mary's Harbour
Mud Lake	Nain
Northwest River	Paradise River
Port Hope Simpson	Postville
Red Bay	Rigolet
St-Lewis	West St-Modeste
Williams Harbour	

West Sector Northern Prairies and
O n t a r i o)

Beauval	Buffalo Narrows
Canoe Narrows	Cole Bay
Churchill	Cormorant
Collins	Deer Lake
Cross Lake	Cumberland House
Dillon	Easterville
Eabarnet Lake	Ebb & Flow
Fairford Reserve	Gillam
God's River	Granville Lake
Grand Rapids	
Ile à La Crosse	
La Loche	Leaf Rapids
Lynn Lake	Manigotagan
Matheson Island	Molanosa
Moose Factory	Moose Lake
Moosonee	Nakina
Norway House	O'Hanly
Patuanak	Pelican Rapids
Princess Harbour	Sherridon
Shortdale	Skownan
Stony Rapids	Summer Beaver
Uranium City	York Landing
Wabowden	Waterhen Lake

- B) The area of competition for an employee who was working in an office listed below on August 4, 1994 shall be as defined in clause 11.06(a) of this Agreement (Yukon Territory into the British Columbia Area; Mackenzie Territory into the Alberta Area; Northern Quebec into the Quebec Area; Labrador into the Atlantic Area; West Sector into the Mid-West Area) for as long as he remains in that office.

Yukon Territory

Atlin	Dease Lake
Muncho Lake	

Mackenzie Territory

Meander River

Northern Quebec

Fermont	Obedjiwan
Schefferville	Waswanipi

Labrador

Black Tickle	Cape Charles
Cartwright	Charlottetown
Churchill Falls	Forteau
L'Anse Amour	L'Anse au Clair
L'Anse au Loup	Mary's Harbour
	Northwest River
Paradise River	Port Hope Simpson
Red Bay	St-Lewis
West St-Modeste	Williams Harbour

West Sector (Northern Prairies and Ontario)

Beauval	Buffalo Narrows
Canoe Narrows	Cole Bay
Cross Lake	Cumberland House
Dillon	Easterville
Ebb & Flow	Fairford Reserve
Grand Rapids	Ile à La Crosse
Gull Bay	La Loche
Leaf Rapids	Lynn Lake

Manigotagan	Matheson Island
Molanosa	Moose Lake
Nakina	Norway House
O'Hanly	Patuanak
Pelican Rapids	Princess Harbour
Shortdale	Skownan
Wabowden	Waterhen Lake

- C) The area of competition for an employee who was working in an office listed in part A but not part B of this Appendix on March 14, 1991 shall be as defined in clause 11.06(a) of this Agreement (Yukon Territory into the British Columbia Area; Mackenzie Territory and Nunavut into the Alberta Area; Northern Quebec into the Quebec Area; Labrador into the Atlantic Area; West Sector into the Mid-West Area) for as long as he remains in that office.

APPENDIX "G"

TRAVEL AND ISOLATED POST

YUKON

Carcross
Faro
Teslin

Dawson City
Mayo
Watson Lake

NWT

Cambridge Bay
Fort Chipewyan AB
Norman Wells
Fort Norman
Arviat
Iqaluit

Coppermine
Fort Smith
Fort Simpson
Fort McPherson
Rankin Inlet

EAST

Chisasibi, QC
Radisson, QC
Nain, LB
Cartwright, LB
Mary's Harbour, LB
Churchill Falls, LB

Kuujuuaq, QC
Kuujuarapik, QC
Hopedale, LB
St. Lewis, LB
Northwest River, LB
L'Anse au Loup, LB

WEST

Churchill, MB
Moosonee, ON

Gillam, MB
Moose Factory, ON

“APPENDIX ‘H’

JOB EVALUATION MAINTENANCE COMMITTEE

A joint committee will be established for the purpose of constructive consultation and information sharing between the parties on any difficulties that may arise concerning the implementation, application and maintenance of the Job Evaluation Plan referred to in Article 57.

The Committee will be comprised of three (3) representatives from the Corporation and three (3) representatives from the Association.

Effective September 1,1997, jobs/positions will be evaluated only in the following cases:

- (i) Organizational changes such as restructuring
- (ii) Increase or decrease in operations, points of call, authorized allowance, or employees supervised
- (iii) Changes to key evaluation factors

Such process can be initiated by employees, CPAA and the Corporation.

Information on evaluation points: a “point per factor” sheet can be requested by employees using the following process:

- A written request to the immediate supervisor
- request from supervisor to E.R representative
- request from E.R to O.P.&D. in Head Office
- O.P.&D. will provide results to E.R representatives for distribution.

The “point per factor” sheet shall be given to the employee within (20) days of the date of the request.

*APPENDIX "T"

EDUCATION FUND

↓
62 D
Paid

- *1. Effective **January 1, 1997**, Canada Post Corporation agrees to pay, in the manner described in paragraph 3 below, into the CCAA Education Fund (the Fund) an amount equal to three cents (3¢) per regularly scheduled hour actually worked by all regular part-time and full-time employees during the quarter described in paragraph 3 below.
- *2. The Fund will be used exclusively for the purpose of the education in all aspects of trade unionism of employees of the Corporation who are members of the Association.
- *3. Such monies will be paid on a quarterly basis into a trust fund established and administered by the Association for the sole purpose of Association education described above. The first payment into the Fund shall be made sixty (60) days after the completion of the first quarter ending **March 31, 1997**. The following quarters commence **April 1, July 1 and October 1 of 1997 and January 1 and April 1, 1998**. Each payment will cover the quarter immediately prior to the payment.
- *4. The Association shall maintain financial records of monies received by and monies disbursed from the Fund. The Association shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and the Association shall ensure that all disbursements from the Fund conform to the purpose described in paragraph 2 above, failing which all obligations under this Appendix shall terminate.

- *5. Within thirty (30) days of the end of the Fund accounting year, the Association shall provide the Corporation with a financial statement certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund and used exclusively for Association education.

- *6. This Appendix shall terminate on June 30, 1998 unless the parties agree to renew it and the final payment shall be made for the quarter commencing **April 1, 1998.**

APPENDIX "J"

**COLLECTIVE AGREEMENT AMENDMENTS FROM
THIRTEEN AND ONE THIRD (13 1/3) TO FIFTEEN (15)
HOURS**

This will confirm that the amendments of the CPC/CPAA collective agreement whereby thirteen and one third (13 1/3) hours has been changed to fifteen (15) hours are not intended to deprive employees, who at the date of signing of this collective agreement were working thirteen and one third (13 1/3) hours or more per week and who continue to be regularly scheduled at thirteen and one third (13 1/3) or more per week thereafter, of rights and benefits they would otherwise have continued to enjoy had the level of hours not been raised from thirteen and one third (13 1/3) to fifteen (15). To keep the collective agreement "user friendly" the parties have avoided developing grand-fathering clauses on each and every instances where thirteen and one third (13 1/3) appeared.

This will apply until such time as the employee is maintained at thirteen and one third (13 1/3) per week or more but less than fifteen (15) hours per week or more.

SIGNED AT OTTAWA, THIS 20TH DAY OF MARCH 1997.

CANADA POST
CORPORATION

CANADIAN
POSTMASTERS AND
ASSISTANTS
ASSOCIATION

ORIGINAL SIGNED BY
J. H. Lafleur

ORIGINAL SIGNED BY
L.K. Kuan

ORIGINAL SIGNED BY
R. Goodfellow

ORIGINAL SIGNED BY
R. Anderson

ORIGINAL SIGNED BY
M. Wouch

ORIGINAL SIGNED BY
P. Fagan

ORIGINAL SIGNED BY
A. Schick

ORIGINAL, SIGNED BY
R. Boudreau

ORIGINAL SIGNED BY
P. Richard

ORIGINAL SIGNED BY
I. David

ORIGINAL SIGNED BY
A. Hunter

ORIGINAL SIGNED BY
D. Hoimyr