

SOURCE	<i>Union</i>		
EFF.	<i>94</i>	<i>04</i>	<i>04</i>
TERM.	<i>97</i>	<i>07</i>	<i>01</i>
No. OF EMPLOYEES	<i>55</i>		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

**COLLECTIVE AGREEMENT**

*between*

**PUROLA TOR COURIER LTD.**  
*(hereinafter referred to as the "Company")*

*and*

**TEAMSTERS LOCAL 987**  
*(hereinafter referred to as the "Union")*

JAN - 3 1995

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## **Article 1. PREAMBLE**

### **1.01 Purpose**

*The purpose of the present Collective Agreement is to establish orderly relations between the parties, to set wage rates, hours of work and other working conditions for the employees covered by this collective agreement, as well as to promote good relations and a climate of cooperation between the Company and its employees represented by the Union.*

## **Article 2. \_\_\_\_\_**

### **2.01 Recognition**

*The Company recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees of Purolator Courier Ltd. covered by the bargaining certificate issued by the Canada Labour Relations Board in files 530-  
2274.*

### **2.02 Exclusiv \_\_\_\_\_ nt**

*No particular agreement relating to working conditions other than those provided for in the present agreement, between an employee and the Company, is valid unless it has received the written approval of the officers duly mandated by the Union and the Company.*

### **Article 3. MANAGEMENT RIGHTS**

#### **3.01 Acknowledged Right**

The Union recognizes the **exclusive** right of the Company to operate its establishment, machinery and equipment and to manage its undertakings as it sees fit, subject **only** to the restrictions imposed by law or by the provisions of the present **Collective Agreement**.

Without limiting the generality of the foregoing, the Union recognizes that it is the Company's right:

- a) To **administer** the Company, including the right to study and introduce new methods, to increase or reduce its personnel, as **well as** to establish and **modify** schedules of work;
- b) To demote, **discharge**, reprimand, suspend and discipline with just cause;
- c) To maintain order, discipline, productivity and output;
- d) To hire or transfer.

In the exercise of its management rights, the Company shall comply with the provisions of the present agreement and the paragraphs above shall not deprive employees or the Union of the right to have recourse to the grievance and arbitration procedure provided for in the present agreement.

### **Article 4. CONTINUITY OF OPERATIONS**

#### **4.01 Strike - Lock-out**

It is agreed that for the duration of the present agreement, there shall be no strike nor lockout, nor work slow-down, nor **total** or **partial** stoppage of work, nor study session.

The parties agree not to counsel nor encourage the above mentioned actions.

#### 4.02 Picket Lines

**The** Company recognizes the right of employees either to accept or refuse to cross a legal picket line. In the event an employee exercises his right of refusal, he must immediately advise his immediate supervisor.

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

### **Article 5. GENERAL PROVISIONS**

#### 5.01 Regulations and Policies

**a)** The Company has the exclusive right to make, modify and implement regulations, policies and procedures to be observed by the employees; such regulations, policies and procedures must not be inconsistent with the provisions of the present agreement. Furthermore, where in the present agreement it is provided that a policy is maintained, *such* policy remains in force and may not *be modified* by the Company for the duration of the present agreement;

**b)** The Union Business Agent *will* be advised, in writing, of any new regulations or Policies or modifications thereof, at *least* seven (**7**) days in advance of the implementation date. The Company is committed to take the necessary measures *available* to it to advise the employees of any such new or modified regulation or policy, including potentially distributing written notices

*with the employees' pay cheques. A notice will also be posted on the employee bulletin board.*

**5.02 Discrimination**

*No person shall be discriminated against in accordance with the Canadian Human Rights Act.*

**5.03 Gender-Sex**

*The masculine gender includes the two (2) sexes unless it results from the context of a provision that it be only applicable to one of the two (2).*

**5.04 Nullity**

*The nullity of a provision of the present agreement does not affect the validity of other provisions of the agreement. Any provision of the agreement which is or which becomes contrary to applicable laws, will be null and void. In such a case, the clause(s) affected shall be amended in conformity with the law.*

**5.05 Headings and Sub-Headings**

*All headings and sub-headings in the present Collective Agreement are utilized for reference purposes only and have no bearing whatsoever on the interpretation of the agreement.*

**Article 6. UNION SECURITY**

**6.01 Maintenance of Membership**

*Within 30 days of the ratification of the present agreement all current employees covered by the bargaining certificate shall become members of the Union, and shall thereafter maintain their*

*membership for the duration of the present agreement as a condition of continued employment.*

**6.02 Union Membership**

*Any employee hired after the signing of the present agreement must, as a condition of employment, become a member of the Union within thirty (30) calendar days after his date of hiring.*

**6.03 Union Dues**

*The Company agrees for the duration of this agreement, to deduct the monthly dues from the first pay cheque each month of any employee under the scope of this agreement, and to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted, not later than the fifteenth (15<sup>th</sup>) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names.*

*Moreover, within the thirty (30) calendar days following the date of hiring of a regular employee, the Company shall deduct from the employee's pay an amount equal to the initiation fee(s). The Company agrees to remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted, at the same time as the Union dues are remitted. Such deductions shall be made at a rate so prescribed by each local union.*

#### **6.04 Arrears**

*The Union will **notify** the Company in writing of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.*

#### **6.05 Authorization Forms**

*The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, **Dues** Deduction Authorization Forms and Health and Welfare Enrolment Forms, all of which shall be signed by **all** new employees on the date of hire. The Company will forward all completed Application for Membership Forms and Health and Welfare Forms to the Union, **All** forms shall be returned to the Union within thirty (30) **calendar** days from the date of **hire**.*

#### **6.06 Remittance of Dues**

*The checkoff and cheque for the Union dues deducted must be in the office of the Local Union not later than the **fifteenth (15th)** day of the month following the month in which the monies were deducted.*



**6.07 Probationary Employees**

*The deduction of Union dues shall be made from every employee including, but not limited to probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.*

**6.08 Tax Forms**

*The Company shall show the yearly total of Union dues deductions on employees' T4 slips.*

**Article 7. UNION REPRESENTATION**

**7.01 Bulletin Board**

*The Company will make available to the Union, in each establishment covered by the present agreement, a bulletin board upon which the Union may post its official notices and communiques which must be signed by a representative of the Union, and which may not contain any matters of a political or prejudicial nature with respect to the Company, its agents or mandataries.*

**7.02 Negotiation Committee**

*In the four months preceding the expiration of the Collective Agreement, the parties agree to determine the number of employees to be allowed to absent themselves from their work, without loss of salary and benefits, for the negotiation sessions with the Company for the purpose of renewing the present agreement, until the right to strike or lock out has been obtained. Such payment of salary will continue to be effected on the condition, however, that the said*

*bargaining sessions take place during the regular scheduled shifts of work for the said employees.*

**7.03 Shop Stewards**

*The Union may appoint a steward at each establishment. The appointment of more than one (1) steward at a location requires the consent of both the Company and the Union.*

*Shop stewards may inquire about any grievance originating from their establishment and assist any employee who wishes to make one. However, a steward must, prior to leaving his position of work, obtain the authorization of his supervisor which shall not be unduly refused.*

*The supervisor will authorize the period of time during which the shop steward may be absent from his work to inquire about the grievance.*

*The parties agree that in the case where any employee, other than the shop steward, is involved in the inquiry concerning a complaint or a grievance, any such meeting or inquiry must be held outside the working hours of the employee concerned.*

**7.04 The Union Business Agent**

**a)** *The Union business agent may participate in any joint meeting held between the Union and the Company.*

**b)** *After notifying a member of site management, the Union business agent may meet, in the establishment, any employee, Union steward or officer, without interrupting normal operations,*

*These meetings will be conducted outside of the working hours of the employee concerned and/or the Union steward.*

**7.05 Labour Relations Meetings**

*Labour Relations meetings will be held to discuss any questions of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety Committee. These meetings shall occur once every three (3) months.*

**7.06 Union Leave of Absence**

*In the event that the Union requires the services of one or more of its members as business agent, the employee(s) chosen shall have the right to a leave of absence without pay for the duration of the Collective Agreement. The employee(s) shall continue to accumulate seniority during such a leave. An employee on such leave must advise the Company, in writing, at least thirty (30) days in advance, of the date on which he will be returning to work as a regular employee.*

**Article 8. GRIEVANCE PROCEDURE**

**8.01 Definition of Grievance**

*The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.*

**8.02 Verbal Step**

*Any employee having a problem concerning his working conditions which may give rise to a grievance, must discuss it first with his immediate supervisor, accompanied by an available Union steward if he so desires and subject to the steward obtaining permission from*

*his supervisor, which permission will be granted at a time convenient for operational purposes, to attend said meeting in order to attempt to settle it. The supervisor will give his answer within the five (5) working days following the discussion.*

### **8.03 Written Step**

*The employee concerned and/or a steward must submit the grievance in writing to the person designated by the Company within the ten (10) working days following knowledge of the facts or the decision leading to the grievance. The grievance form must be signed by the employee. In the event where a grievance is submitted to the written step in conformity with the present clause, and where the verbal step was not completed, the employee must ensure that he complies with the verbal step in the two (2) working days following notification by the Company. During these two (2) working days, the time limits set out in the written step will be suspended.*

*At a monthly meeting established between the parties, the Company will meet with the Union to discuss and attempt to resolve the grievance. The Company will give its response to the grievance to the business agent in the ten (10) working days following the meeting or the expiry of the time limit set to hold such meeting. A copy of said response shall be submitted to the employee and the steward concerned.*

*In the case of an unsatisfactory answer or in the absence of an answer, the Union will inform the Company in writing of its intention to submit the grievance to arbitration in the twenty-five (25)*

working days following the meeting with *the Company*.

The monthly meeting will be held on a *mutually agreed upon predetermined date*. *It is understood that this meeting will be held in the establishment where the grievance originated or at a site mutually agreed upon.*

**8.04 Suspension or Dismissal**

*In cases of suspension or dismissal, a grievance may be **filed** at the written step of the grievance procedure by submitting it in writing to the person designated by the Company within the ten (10) working days following imposition of the suspension or the dismissal.*

**8.05 Union Grievance**

*The Union **may** make and submit a grievance, commencing at the written step, in the name of a group of employees or the whole of the employees, or on behalf of the Union as such.*

*The parties agree that individual grievances of the **same** or of a similar nature may be studied collectively at a meeting held between the Company and the Union, and may equally be made the object of a collective answer on the part of **the** Company.*

**8.06 Company Grievance**

*Any grievance submitted by the Company **will & filed** at the written step of the grievance procedure by submitting it **in** writing to the Union business agent, or in his absence, the **principal officer** of the said Union, within the ten (10) working days following knowledge of the **fact** giving rise to the grievance. *Within the ten (10)**

working days following receipt of the grievance by the Union, the Union shall meet with the Company to discuss and attempt to settle the grievance. The Union must give its response to the grievance in writing within the ten (10) working days following the said meeting or the expiry of the time limit set to hold the said meeting.

In the case of an unsatisfactory answer or in the absence of an answer, the Company will inform the Union in writing, of its intention to submit the grievance to arbitration within the twenty-five (25) working days following the meeting with the Union.

#### **8.07 Written Statement of the Grievance**

##### **a) Written Statement**

The written statement of the grievance shall briefly summarize the facts in order to identify the problem raised and the solution sought.

##### **b) Rejection of a Grievance**

No grievance may be rejected by reason of defect in form or technical error in the written statement.

#### **8.08 Mutual Agreement in Writing**

All decisions taken by mutual agreement in writing between the designated representatives of the Company and the Union, at any time during the grievance and arbitration procedures, shall be final and binding upon the Company, the Union and the employees.

**8.09 Extensions and Time Limits**

*The time limits provided for in the present article are mandatory and may only be prolonged by mutual agreement in writing between the Company and the Union.*

**8.10 Payment of Grievance Settlement**

*In cases where a grievance settlement involves a payment to an employee, such payment will be made to the employee no later than the second pay day following the settlement of the grievance, with an indication of payment on the pay stub.*

**8.11 Working Day**

*For the purposes of Article 8 of the present agreement, the term "working day" does not include Saturday, Sunday, nor general holidays as agreed upon by the present Collective Agreement.*

**Article 9. ARBITRATION**

**9.01 Notice of Arbitration**

*Where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party within the time limit provided for in Article 8.*

*Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 8 of the present agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through **all** the steps provided for in the grievance procedure within the time limits there indicated, or if it has not*

*been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.*

**9.02 Appointment of an Arbitrator**

*The grievance shall be submitted to a sole arbitrator mutually agreed upon by the parties. In cases whereby several cases of a disciplinary nature are the subject of grievances for an employee or a group of employees, the parties may agree to have them heard individually by the same arbitrator. Should the parties be unable to mutually agree upon an arbitrator, either party may request the Minister of Labour to appoint one.*

**9.03 Final and Binding Decision**

*The arbitrator's decision shall be final and bind the Company, the Union and the employees concerned. The arbitrator shall not be authorized to alter, modify or amend any part of this agreement, nor to render any decision incompatible with the provisions of this agreement, nor to consider any matter not pertaining to the present agreement.*

**9.04 Fees and Expenses**

*The parties will bear equally the fees and expenses of the arbitrator.*

**9.05 Burden of Proof**

*In the case of disciplinary measures or of administrative dismissal being the object of a grievance, the Company shall bear the burden of proof.*



**9.06 Disciplinary Measures**

*An arbitrator may, in the case of discharge or of disciplinary measures imposed on employees having acquired seniority rights, confirm, modify or annul the decision of the Company, or, as the case may be, substitute any other sanction which appears to him to be just and reasonable under the circumstances.*

**Article 10. DISCIPLINARY MEASURES**

**10.01 Discipline**

*it is recognized that the imposition of discipline is the exclusive right of the Company.*

**10.02 Time Limit for Imposition of a Disciplinary Sanc-**

*The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee in the five (5) working days of the employee's regular schedule following the incident or knowledge of such incident by the Company; otherwise, this sanction shall be rendered null and void, without effect and illegal for the purposes of the present agreement. Nonetheless, this time period can be extended to ten (10) working days of the employee's regular schedule, following notice by the Company to the Local Union and steward to the effect that additional time is required to complete its inquiry. In the case of a criminal investigation, this time period will not commence until all the facts of the investigation have been determined.*

**10.03**     Contents and Delivery of the Confirmation of Discipline

A written confirmation of discipline addressed to the employee concerned must state the reasons for the disciplinary sanction with a copy transmitted *simultaneously* to the Union business agent and to the steward concerned.

Moreover, the employee concerned must sign a statement attesting receipt of the said confirmation. His signature does not constitute an acceptance of the disciplinary measure, but only receipt of the written confirmation.

Right of Union

Any employee covered by this agreement when called into the Company's office for the disposition of a disciplinary measure may, upon request, be accompanied by a steward. Should a steward be unavailable, the employee may request the presence of a fellow Union member. The above paragraph will not apply in cases where there is no Union steward or other Union member available at the worksite.

**10.05**     Prescription

A **disciplinary** measure becomes *null* and void twelve (12) months after the date of the imposition of the discipline for all full-time employees and part-time employees regularly scheduled for greater than twenty-five (25) hours per week, and twenty-four (24) months after the date of the imposition of the **discipline** in the case of part-time employees regularly scheduled for twenty-five (25) hours per week or less.

## **Article 11. SENIORITY**

### **11.01 Definition of Seniority**

*Seniority is the total length of "continuous service" by an employee in the employ of the Company on a full or part-time basis, within the bargaining unit. The purpose of seniority is to provide the order of work preference, lay offs, recalls, and vacation selection.*

### **11.02 Loss of Employment and Seniority**

*An employee loses his seniority rights and his employment is terminated in the following cases:*

- a) If he resigns;*
- b) if he is discharged and not reinstated subsequent to a grievance or an arbitration award;*
- c) If he has been laid-off for a consecutive period of twelve (12) months;*
- d) If he is absent from work for more than two (2) consecutive working days without the authorization of his immediate supervisor;*
- e) If he does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if he does not return to work within the delays therein provided, without valid reason;*
- f) If he is absent from work by reason of illness or accident, other than a work-related accident, until such time as the short or long-term disability benefits run out or until a physician, mutually agreed to by the parties, provides a medical prognosis which establishes that the employee will be unable to resume his regular duties;*

g) If he is *absent* from work by reason of a work-related accident for which the WCB pays *benefits*, for a consecutive period of twenty-four (24) months, or for a longer period if specified by *law*.

**11.03** Promotion to a Position Outside the Bargaining Unit

An *employee* promoted to a position outside the bargaining unit *accumulates* his seniority during a period of ninety (90) calendar days from the effective date of his promotion, During this period, the employee may return to his position within the bargaining unit. At the end of this period of ninety (90) calendar days, the employee *loses* his seniority and all rights and advantages provided for in the present agreement.

**11.04** Seniority Lists

A seniority list for *each* location shall be revised every three (3) months following the signing of the Collective Agreement and will be posted in the location concerned. A revised copy is to be sent to the Local Union and the Steward. It ~~is~~ **is** agreed **that all Retail Centres in the City of Edmonton and the Municipality of Sherwood Park will be considered to be one (1) location.**

**11.05** Identical Seniority Dates

In case of identical *seniority* dates, the *last* names of the employees concerned will be entered on the seniority list in alphabetical order, followed by the first names.

## **Article 12. PROBATIONARY PERIOD**

### **12.01 Duration**

*The probationary period for a full-time employee consists of sixty (60) days effectively worked within any consecutive period of four (4) months.*

*The probationary period for a part-time employee will be six (6) months.*

### **12.02 Coverage Under the Collective Agreement During the Probationary Period**

*In the case of discharge, an employee on probation may not avail himself of the grievance and arbitration procedure.*

### **12.03 End of Probation - Seniority List**

*Upon completing his probationary period, an employee shall have his name entered on the seniority list, effective from the first day of his probationary period, and may exercise his seniority rights in the manner provided for in the present Collective Agreement,*

## **Article 13. JOB POSTINGS**

### **13.01 Vacancies**

a) *All job vacancies within the bargaining unit other than temporary vacancies shall be posted for a period of three (3) working days. The posting shall show the position title, the work schedule, the qualifications required, and the wage range.*

Temporary vacancies shall **be defined** as vacancies of less than three **(3)** months **or**, in the case of a maternity leave as a vacancy of less than six **(6)** months.

**b)** In cases **where** the Company requires a temporarily vacant position to be **filled** by an incumbent for more than one **(1)** week, the following will apply:

- i) For vacancies in a Retail Centre, the senior part-time Retail Centre employee who is available and has previously indicated **his** desire to **perform** a greater number of weekly hours will be given the opportunity to **fill** the temporary vacancy.
- ii) For such vacancies in a depot, the Company may **first utilize** a Clerical Float, if available, and will **then** give the opportunity to fill the temporary vacancy to the most senior qualified employee at that establishment who is available and has previously indicated **his** desire to perform a greater number of weekly hours **and/or** to obtain a greater **hourly** wage rate.

### **13.02**     Submission of Candidacy

Applicants for a posted position shall apply in writing to the Company, within **the three (3)** working day posting period, **using** the form provided by the Company.

When an employee is on vacation, a steward may submit an application to a posted vacancy **on the employee's** behalf, provided the employee **has** requested the steward to act on **his** behalf.

*It is the **employee's** responsibility to advise the steward of the **specifics** of the desired position.*

**13.03**     **Processing Applications**

*When **filling vacancies**, the Company will initially review only the applications of the members of the bargaining unit and shall process such **applications** to the extent necessary to determine if any such member or members have the skill and qualifications required to **fill** the **position**. **If no** such member is found to be **qualified**, then **the** Company may consider and hire outside applicants.*

**13.04**     **Qualifications and Seniority**

*In all posted vacancies the Company will apply the principle of seniority subject to the employee **having** the skill and qualifications to perform the required work.*

**Article 14. PROMOTIONS**

**14.01**     **Definition**

*Promotion is defined as a move from a **lower** paid position to a **higher** paid position **within** the bargaining unit.*

**14.02**     **Trial Period**

*In all promotions, the employee **will** be placed on a trial period of up to one (1) week. During that **time**, either the Company or the employee may terminate the trial period in **which** case the employee **will** be returned to the **employee's** previous **position without loss of seniority** or former wage or salary rate. The one (1) week*

*period may be extended by mutual agreement between the Company and the Union.*

### **Article 15. LAY-OFF AND RECALL**

#### **15.01' Bumping**

*An employee, after being notified of a layoff, may exercise his bumping rights within his location wherever his seniority permits, provided he possesses the qualifications required and according to the following procedure:*

*a) The full-time employee affected will bump the most junior full-time employee;*

*b) The most junior full-time employee **will** bump the most junior part-time employee, unless the most junior employee is regularly scheduled to only work one (1) day per week, in which case the employee exercising bumping **rights** will have the option to bump the most junior part-time employee or bump the next most junior part-time employee who is regularly scheduled **for** more than one (1) day per week;*

*c) Part-time employees affected will bump the most junior part-time employee, **unless** the most junior part-time employee ~~is~~ is regularly scheduled to **only** work one (1) day per week, in which case the employee exercising bumping rights will have ~~the~~ option to bump the most junior part-time employee or bump the next most junior part-time employee who is **regularly** scheduled for more than one (1) day per week;*

*d) If the employee elects not to bump, or **is** unable to do so, he is laid off.*



**15.02**     **Reduction in Hours**

*It is agreed that a reduction in hours leading to a change in status from full time to part time, or a reduction of more than five (5) hours per week, will be considered a lay off for the purposes of Clause 15.01.*

**15.03**     **Recall**

*Laid off employees will be recalled to work in order of seniority, subject to their possessing the skills and qualifications required by the Company.*

**Article 16. HOURS OF WORK**

**16.01**     **Definition**

*The normal daily hours of work for full time employees shall be seven and one-half (7 1/2) hours.*

*The normal work week for full time employees shall consist of thirty-seven and one-half (37 1/2) hours.*

*An employee who is regularly scheduled for less than thirty-seven and one-half (37 1/2) hours per week is considered to be a part time employee. Part time and full time employees are considered to be regular employees.*

**16.02**     **Lunch Period**

*Full time employees will be allowed an unpaid lunch period of up to one and a half (1 1/2) hours depending on operational and service requirements, at a time authorized by the immediate supervisor.*

16.03 Adjustment of Hours  
Daily hours of work may be adjusted according to the needs of the business.

16.04 Normal Work Week;  
The normal work week for full time employees shall consist of five (5) consecutive days. **The** Company reserves the **right** to establish alternative work schedules.

### **Article 17. OVERTIME**

17.01 Definition  
Overtime will be defined as any hours which the employee is required by the Company to work in excess of seven and one half (7 1/2) hours daily or thirty seven and one half (37 1/2) hours in a week and will be paid for at the rate of time and one half the employee's regular wage rate.

17.02 Sunday Work  
An employee **who is** not regularly scheduled to perform work on Sunday shall be paid at two (2) times his regular hourly wage rate for all time worked on the Sunday.

17.03 Call Back  
A minimum of four (4) hours pay at overtime rates will be paid to full-time employees, and a minimum of four (4) hours pay at regular rates will be paid to part-time employees in the case of a call-in. A call-in occurs when an employee is called into work, without prior notice, after having completed his regular scheduled hours of

work and after having **left** the Company premises. This clause does not apply to employees who have placed their name on the availability list.

**17.04** Extended Schedules

By mutual agreement, the **parties** may implement daily schedules of more than seven and one **half** (7 1/2) hours which will not be considered to include any overtime.

**Article 18. GENERAL HOLIDAYS**

**18.01** General Holidays

The parties agree that eligible employees will be given a designated shift to observe as a **general** holiday and non-working day for each of the following days:

1. New Year's Day;
2. Good Friday;
3. Victoria Day;
4. Canada Day;
5. Labour Day;
6. Thanksgiving Day;
7. Christmas Day;
8. Boxing Day;
9. Civic Day;
10. In addition to the above, a floating general holiday will be granted to **all** employees who are eligible as of January 2nd of that year. This floating holiday may be scheduled by the Company at a time which meets the operational needs of the Company. Should the Company not schedule a specific day to **observe** the floating holiday, it **will be** taken at a time

mutually agreed to by the Company and the employee.

**18.02** **Special Provisions**

*If one or the other of the general holidays falls on a Saturday or a Sunday, it shall be observed on the working day which precedes **or** follows the said general holiday, according to the notice which shall **be** posted by the Company to this effect two (2) weeks prior to the said holiday. Moreover, where a general holiday falls on a working day other than a Monday or a Friday, the Company shall post a notice two (2) weeks prior to the said general holiday in the event it decides that the said holiday **shall** be observed on a day other than **that** upon which it falls.*

**18.03** **Payment of a Holiday**

*Subject to satisfying the **eligibility** requirements provided for in clause 18.06:*

*a) Payment for a holiday to a part-time employee will be based on 1/20 of his regular hours worked during the four (4) pay weeks preceding the day that payroll is calculated for the week wherein the general holiday occurs.*

*b) Payment for a holiday to a full-time employee is based on the normal remuneration for his regularly scheduled hours for the shift which is designated as his general holiday.*

**18.04** **general Holidays During Vacation**

*Where one **or** more general holidays fall during the vacation period of an employee, such employee may prolong his vacation period by one (1) day for each such general holiday or be*

granted a paid holiday at another time agreed upon with the Company.

However, where the employee wishes to prolong his vacation period in the above-described circumstances, his intention to this effect must accompany his vacation preference submitted to the Company as outlined in Article 19.

**18.05** Overtime Following a General Holiday

For the purpose of calculating overtime, the normal work week during which falls a general holiday with pay is reduced by one (1) day, provided that the employee is entitled to the payment of the said general holiday in compliance with clause 18.06.

**18.06** Conditions to the Payment of the General Holiday

An employee shall be paid for a general holiday upon which he would normally be scheduled to work were it not for the said general holiday, provided that:

a) He has been in the employment of the Company for at least thirty (30) calendar days prior to the date of the general holiday;

**and**

b) He has worked the complete working day immediately preceding the said general holiday as well as the complete working day immediately following the said general holiday, unless:

- i) His failure to work one or the other of the said days has been the object of prior authorization from his immediate supervisor;
- ii) His failure to work one or the other of the said days results from an absence

by reason of illness or accident and that the employee remits at the Company's request and upon his return to work, a medical certificate indicating a visit to the doctor on the day of the absence:

- iii) His absence from work on one or the other of the said days is in virtue of a right recognized under the present Collective Agreement.

**18.07 Exceptions**

*(a) An employee shall not be paid for a general holiday which occurs during a leave without pay or a suspension.*

*(b) Employees who are absent by reason of illness or accident or who are on lay-off when a general holiday falls, shall not receive payment for the said general holiday.*

**Article 19. VACATION**

**19.01 Vacation Period**

*The period during which an employee may take his vacation is the payroll calendar year excluding the week of Christmas and the two calendar weeks prior to the week of Christmas.*

**19.02 Vacation Pay**

*An employee shall receive his vacation pay seven (7) days prior to his departure on vacation.*

**1 03 Duration and Calculation of Vacation Time**

*The duration of vacation time to which an employee is entitled is calculated in the following manner:*

*a) An employee who is hired between January 1st and June 30th, will be entitled to one (1) day vacation per completed month of continuous service at June 30th, up to a maximum of five (5) working days, which must be taken during the calendar year of his hiring: when an employee takes the vacation days he is so entitled to, he shall receive as vacation pay an indemnity of four percent (4%) of his earnings since his hiring date;*

*b) An employee whose hiring date is between July 1st and December 31st, will be entitled to two (2) weeks vacation after having completed one (1) year of continuous service with the Company: such employee shall then receive as vacation pay an indemnity of four percent (4%) of his earnings since his hiring date;*

*c) An employee having more than one (1) year but less than five (5) years of continuous service with the Company shall be entitled to two (2) weeks vacation: such employee shall receive as vacation pay an indemnity of four percent (4%) of his earnings, in the manner provided for in clause 19.04;*

*d) An employee having five (5) years of continuous service but less than ten (10) years of continuous service with the Company shall be entitled to three (3) weeks vacation: such employee receives as vacation pay an indemnity of six percent (6%) of his earnings, in the manner provided for in clause 19.04;*

e) An employee having then (10) years of continuous service but less than fifteen (15) years of continuous service with the Company shall be entitled to four (4) weeks vacation; such employee shall receive as vacation pay an indemnity of eight percent (8%) of his earnings, in the manner provided for in clause 19.04;

f) An employee having fifteen (15) years and more of continuous service with the Company shall be entitled to five (5) weeks vacation: such employee shall receive as vacation pay an indemnity of ten percent (10%) of his earnings, in the manner provided for in clause 19.04.

#### 19.04 Appropriate Percentage

Subject to what is provided for in the following paragraphs an employee receives prior to his departure for vacation the appropriate percentage, as provided for in clause 19.03 of the present agreement, of his gross earnings since his last vacation.

However, where an employee reaches five (5) years of continuous service with the Company during a calendar year and takes his vacation during the said year after having so reached five (5) years of continuous service, he shall then receive vacation pay and indemnity of four percent (4%) of his gross earnings since his last vacation period up until the fifth (5th) anniversary of his hiring date and of six percent (6%) of his gross earnings since the fifth (5th) anniversary of his hiring date.

Similarly, the same procedure will apply when the employee reaches the tenth (10th) or fifteenth (15th) anniversary of his hiring date: i. e. where



an employee reaches ten ~~(10)~~/~~fifteen~~ ( 75) years of continuous service with the Company during a calendar year and ~~takes~~ his vacation during the said year ~~after having so reached ten (10)/fifteen (15) years of continuous service~~, he shall then receive ~~as~~ vacation pay an indemnity of six percent ~~(6%)~~/~~eight~~ percent ~~(8%)~~ of his gross earnings since his last vacation period up to the tenth ~~(10th)~~/~~fifteenth~~ (15) anniversary of his hiring date and of eight percent ~~(8%)~~/~~ten~~ percent ~~(10%)~~ of his gross earnings since the tenth ~~(10th)~~/~~fifteenth~~ (15th) anniversary of his hiring date.

19.05 Schedule

Vacation requests shall be submitted, in writing, before the 15th day of March of each year. Subject to operational requirements, vacation requests shall be granted taking into consideration the preference expressed by the employee and the seniority of the employee.

19.06 Exceptions

Vacations are not cumulative, ~~ie~~ vacations earned may not be postponed from one year to another and must be taken during the calendar year of entitlement. However in cases where an employee is incapable of taking his scheduled vacation either by reason of illness, accident or work related accident having occurred before the beginning of his vacation period, the employee may postpone his vacation to a later date **subject to the** approval of his immediate supervisor, which shall not be unduly refused. The ~~employee~~

requesting such a postponement of vacation must provide medical evidence of his injury/illness.

## **Article 20. SPECIAL LEAVES**

### **20.01 Bereavement Leave**

**a)** *In the event of the death of his spouse or of one of his children, an employee has the right to a bereavement leave during the working days falling within the five (5) days immediately following that of the death;*

**b)** *In the event of the death of any other member of his immediate family, an employee has the right to a bereavement leave during the working days falling within the three (3) days immediately following that of the death;*

**c)** *An employee who has completed three (3) consecutive months of continuous employment with the Company and who has the right to a bereavement leave provided for in paragraphs **a)** or **b)**, has the right to be paid for such leave at his regular hourly rate for his regular scheduled hours of work in his position:*

**d)** *The expression "immediate family" means, in relation to the employee, his father, mother, sisters, brothers, father-in-law, mother-in-law, grand-parents, son-in-law, and daughter-in-law, as well as any relative permanently residing in the employee's household or with whom the employee permanently resides;*

**e)** *The Company may require that an employee provide satisfactory proof of death in order to establish his right to be paid for the bereavement leave;*

*f) An employee may request to extend the time allowed for bereavement leave.*

**20.02 Birth**

*The Company shall grant to an employee a paid leave of one (1) working day at the time of the birth of his child by his spouse.*

**20.03 Jury Duty and Witness**

*a) Where an employee has received a subpoena as a witness in a case to which he is not a party or has been called upon to act as a juror during his scheduled working days, he shall receive the difference between the indemnity which is paid to him as witness or as a juror and the salary he would normally have earned if he would have worked his regularly scheduled hours during the said days.*

*b) An employee who is summoned for jury duty but is not in fact chosen to sit as a juror, must present himself at work as soon as possible thereafter. Such employee may be required to establish that the duration of his absence was caused by the time necessary for waiting, being chosen or being set aside.*

**20.04 Child Care Leave**

*Employees are entitled to the child care leave provided for in the Canada Labour Code.*

**20.05 Compassionate Leave**

*The Company shall reserve the right out of compassion, or if extenuating circumstances warrant, to grant leave of absence with or without pay for reasons not specifically*

mentioned here.

**Article 21. PAYMENT OF WAGES**

**21.01 Payday**

*The payment of wages shall be weekly.*

**21.02 Error on the Pay Cheque (Shortage)**

*In the event of an error on the pay cheque of an employee of seventy-five dollars (**\$75.00**) gross earnings or more, attributable to the Company, the Company will correct this error on the day following notice, provided that the employee notified management of the error by 1:00 p.m. Eastern Standard/Daylight Savings Time. In the absence of such a request, the error is corrected on the next pay cheque of the employee.*

*In the case of any error inferior to the above-mentioned amount, the Company shall correct the said error on the next pay cheque of the employee.*

**21.03 Error on the Pay Cheque (Overpayment)**

*In the event the Company overpays on the pay cheque of an employee, the amount overpaid will be deducted, following notice to the employee, on the next pay cheque of the employee where it is possible to do so after discovery of the error or notice thereof by the employee to the Company, the whole according to the agreement reached between the Company and the employee concerned, Failing such an agreement, the Company will establish the provision of reimbursement, which shall be such that the employee will not have more than thirty percent*

*(30%) of his gross salary deducted per pay, up until such time as the amount overpaid has been reimbursed to the Company. it is agreed that the employee will advise the Company immediately upon discovery of such an error,*

**21.04** *Temporary Assignment*

*a) Employees will perform work in any classification as required for operational needs without an increase in their wages.*

*b) By exception to clause (a), an employee who fulfills the duties of a job with a higher salary range than his own for greater than two (2) full days, will be entitled to receive the minimum pay rate of the higher range for the period of time he performs the higher rated job.*

**Article 22. HEALTH AND SAFETY**

**22.01** *Cooperation*

*The parties agree to cooperate in order to establish and maintain conditions conducive to ensuring proper health and safety at work for all employees.*

**22.02** *Respect of the Law*

*The Company, the Union and the employees collectively undertake to respect the health and safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of all employees.*

**22.03** *Accident Report*

*The employees undertake to report any work accident immediately, or as soon as possible, to*

their immediate supervisor or to another Company representative within the depot.

**22.04** Right of Refusal

An employee may exercise the right of refusal to perform work constituting an imminent danger, the whole in compliance with the provisions of the Canada Labour Code.

**Article 23. BENEFITS PROGRAM**

**23.01** Benefits Program

The Company agrees that the benefits program *in* force, at the date of signing of this agreement, shall be maintained for the duration of the agreement. The cost of such benefits program is paid for by the Company, with the exception of the optional life insurance plan for which the eligible employee pays the cost if such coverage is desired.

**23.02** Modifications

The Company shall have the right to change existing plans provided that there is no reduction in the overall benefits.

**23.03** Pension

The Company agrees to continue the pension plan in effect at the date of signing of this agreement.

**23.04** Brochures

Explanatory brochures of the benefits program shall continue to be made available to the employees.

## Article 24. PERSONAL DAYS

### **24.01**

#### **Calculation**

*On January 1st of each year, each regular full-time employee who has completed his probationary period will be granted a credit equivalent to five twelfths (5/12) of one (1) personal day, paid at his regular hourly rate, for each complete month worked as an eligible employee during the year, to a maximum of five (5) personal days per calendar year.*

*An absence by reason of a leave provided for in the collective agreement does not interrupt the "complete month of work".*

*In the case of an absence from work by reason of illness or accident (including a work related accident) for a period not exceeding two (2) continuous months during a calendar year, an employee shall retain his right to the maximum number of personal days hereinabove provided for the said calendar year.*

### **24.02**

#### **Utilization**

*These days of which a full-time employee may avail himself may be used in a case of absence on account of illness or for personal reasons.*

*An employee wishing to use a personal day for personal reasons must advise his immediate supervisor, in writing, at least one (1) week in advance.*

*Authorization to take the said day on the date requested by the employee may be refused taking into account the operational requirements of the Company and the number of requests made for the same day. It is understood that personal days*

are not intended to be scheduled to prolong the vacation period.

**24.03 Payment**

An employee who has not used all of the personal days to which he is entitled during a calendar year receives, during the month of January of the following year, the payment of the equivalent of his unused personal days at his regular hourly rate applicable on December 31st of the preceding year.

**24.04 Personal Day Table**

In the application of clause 24.01, personal days will be paid to the employee according to the following table, based on complete months worked during the year as an eligible employee:

<b><u>Complete Months Worked</u></b>	<b><u>Number of Personal Days</u></b>
12	5.00
11	4.50
10	4.25
9	3.75
8	3.25
7	3.00
6	2.50
5	2.00
4	1.75
3	1.25
2	0.75
1	0.50



24.05 Termination- Payment

The employee who leaves the Company or whose employment is terminated by the Company, shall reimburse to the Company on his last pay cheque any overpayment of personal days, as the case may be, taking into account the number of complete months worked as an eligible employee during the year of his departure.

The employee who leaves the Company or whose employment is terminated by the Company during a year without his having used all the personal days to which he should have been entitled to, shall receive payment of the equivalent of his unused personal days at his hourly rate applicable at the time of his departure.

**Article 25. INTERPRETATION**

25.01 Collective Agreement In Printed Form

The Company shall have the text of *the* Collective Agreement printed in pocket book form. It shall distribute one (1) copy to each of the present and future employees in the bargaining unit and shall remit a number to the Union not more than sixty (60) days after the signing of the Agreement.

**Article 26. PURCHASE - MERGER**

26.01 Purchase - Merger

The Company agrees to *advise* the Union in writing in the event it acquires by purchase the affairs or *operatons* of another employer which are of such a nature as to be *covered* by the bargaining certificate granted to the Union, and

where such operations were to be merged with the existing operations of the Company.

X

**Article 27. DURATION AND RENEWAL,**

**27.01 Duration and Renewal**

The present Collective Agreement shall come into force on its date of signing and shall terminate on July 1, 1997 and, barring express provisions to the contrary, does not have retroactive effect. Either of the parties to the present agreement may give notice in writing of its intention to re-negotiate the present agreement *within* a delay of not less than ninety (90) and not more than a hundred and twenty (120) days prior to its expiry date.

**27.02 Application**

The present agreement, all terms and conditions therein provided, shall remain in force until the signing of a new Collective Agreement


**27.03 Annex or Appendix**

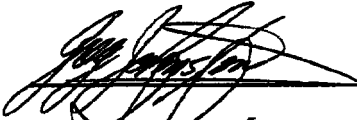
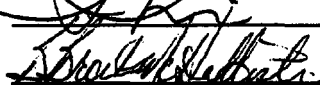

An annex or appendix to the present agreement is an integral part thereof.

IN WITNESS WHEREOF, the parties have  
signed, through their duly authorized representatives, in  
\_\_\_\_\_, this 11<sup>th</sup> day of November, 1994.

TEAMSTERS LOCAL UNION 987

PUROLATOR COURIER LTD.

  
\_\_\_\_\_  
Ce-UNUC  
\_\_\_\_\_  
\_\_\_\_\_

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

## **APPENDIX \*\*A'**

### **WAGES**

#### **1. Wages:**

a) For employees hired prior to the signing of the collective agreement:

- i) a 3% wage increase retroactive to April 4, 1994 for employees who have not reached the top rate of their wage level (wage levels outlined in b) below).

*Employees who will attain the top rate with an increase of less than 3% will be given such a lesser increase. Employees who receive an increase of less than 3% will be given a lump sum payment in January, 1995 equivalent to the difference between 3% and their actual increase, for all hours worked during the period of April 4, 1994 to December 31, 1994. Such employees will receive an additional lump sum payment in January, 1996 at the same percentage rate (i.e. the difference between the 3% and the actual increase) for all hours worked during the period of January 1, 1995 to July 3, 1995.*

*Employees at or earning more than the top rate are red circled and receive no increases, however such employees will be given a lump sum payment in January 1995 equal to 3% of earnings for all hours worked during the period of April 4, 1994 to December 31, 1994.*

*Lump sums will only be paid to employees who are still employed by the Company at the time of the payout.*

- ii) Effective July 3, 1995, a 3% wage increase for employees who have not reached the top rate of their wage level (wage levels outlined in b) below).*

*Employees who will attain the top rate with an increase of less than 3% will be given such a lesser increase. Employees who receive an increase of less than 3% will be given a lump sum payment in January, 1996 equivalent to the difference between 3% and their actual increase, for all hours worked during the period of July 3, 1995 to December 31, 1995.*

*Employees at or earning more than the top rate are red circled and receive no increases, however such employees will be given a lump sum payment in January 1996 equal to 3% of earnings for all hours worked during the period*

of January 1, 1995 to December 31, 1995.

Lump sums *will* only be paid to employees who *are* still employed by the Company *at the time of* the payout.

iii) Effective July 1, 1996, employees who **have** not yet reached the top rate in their wage level will be given a wage increase equal to 50% of the difference between their *current* wage rate and the top rate in their wage level (wage levels outlined in *b*) below). Employees at or earning more than the top rate are red circled and will receive no increase or lump sum.

b) Employees hired after the signing of the collective agreement will progress on the wage levels per the table below:

	Years of Service					
Level	0	1	2	3	4	5
1	\$9.06	\$9.52	\$9.97	\$10.43	\$10.88	\$11.34
2	\$7.74	\$8.09	\$8.44	\$8.80	\$9.15	\$9.50

e) **The top rates in each level are the same** for all employees *i.e.* those hired prior to and following the signing of the collective agreement. There will be no increase of the rates in the wage levels for the **life** of the collective agreement.

***Level 1 positions include: Shipping, Retail Store Clerk, Dispatch, Senior Clerk, Secretary, Data Entry, Sub Depot Clerk.***

***Level 2 positions include: Receptionist, Data Prep, Discrepancy Clerk.***

## APPENDIX "8"

### CASUAL EMPLOYEES

*Casual employees may be used to perform bargaining unit work in cases of absenteeism, fluctuations in work load and temporary vacancies.*

*Casual employees are not covered by the present collective agreement and are thus not entitled to the advantages therein provided.*

*In the case of a surplus of work or of fluctuations in the volume of work, the Company undertakes to offer the additional work required to available part-time employees within the classification concerned; however, the Company retains the right to immediately use casual employees to perform additional work resulting from such surplus or fluctuations when it deems it necessary in order to achieve at all times the standards of service required or to otherwise fulfil its contractual obligation.*

*The utilization of casual employees shall not have as intent the reduction of the number of regular positions nor the prevention of the creation of regular positions.*



**APPENDIX "C"**

**LETTERS OF UNDERSTANDING**

*Letter of Understanding*



*between*

*Purolator Courier Ltd.*

*and*

*Teamsters Local 987*

***The Company's current practice regarding break periods  
will continue for the term of this collective agreement.***

  
\_\_\_\_\_  
For the Union  


  
\_\_\_\_\_  
For the Company

**Letter of Understanding**


**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 987**

**The Company agrees to continue its current practice whereby employees required by the Company to use their personal vehicle for Company business shall be entitled to an allowance of \$0.28 per kilometre.**

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Company



*Letter of Understanding*

*between*

*Purolator Courier Ltd.*

*and*

*Teamsters Local 987*

*The parties agree that in the event a senior qualified employee was legitimately entitled to receive additional hours or overtime hours of work and does not receive those hours because they were worked by a junior employee, an equal number of hours of work will be provided to the affected employee if the employee so requests within ten ( 70) working days of the missed opportunity; Such hours will be provided within a reasonable period of time following the missed opportunity and at a time mutually agreeable to the employee and the Company and does not have the effect of reducing other bargaining unit employees' hours.*



*For the Union*

  
*For We Company*

*Letter of Understanding*

*between*

*Purolator Courier Ltd.*

*and*

*Teamsters Local 987*

*The parties agree that the Company has the right to appoint Team leaders. A Team Leader shall be defined as a bargaining unit member who, in addition to his regular duties, may direct the work of other bargaining unit employees and perform related administrative duties. He shall not have the authority to hire, fire or discipline. A Team leader will be paid a premium of \$25.00 per week. Selection of the Team Leader will be solely at the Company's discretion.*

  
\_\_\_\_\_  
*For the Union*

  
\_\_\_\_\_  
*For the Company*



Letter of Understanding

between

Purolator Courier Ltd.

and

Teamsters Local 987

*This will confirm that the Christmas bonus policy will continue to apply to all employees who were hired prior to the signing of the collective agreement.*

*In December of each year, all such eligible regular employees who have attained twelve (12) or more months of service and who have not been absent from work for more than fifteen (15) weeks during the year (excluding maternity leave) shall be eligible to receive a Christmas bonus as follows:*

**Status**

**Bonus**

*Full-time*

**\$100.00**

*Part-time*

**\$ 50.00**

*D. Stalock*

For the Union

*Gene Johnston*

For the Company

*Ce on line*

**Letter of Understanding**

**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 987**

**The Company agrees to meet with the Union within three (3) months of the signing of the collective agreement to discuss the possibility of implementing a bonus plan for the Retail stores.**

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Company

*Ce. on U-1K*

*Letter of Understanding*

*between*

*Purolator Courier Ltd.*

*and*

*Teamsters Local 987*

*By exception to Article 24 of the collective agreement, part-time employees **will** be entitled to personal days on the following basis:*

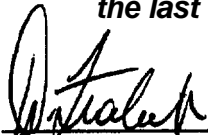
- 1. In order to be **eligible** for personal days the part-time employee must have been employed by the Company for the entire previous calendar year i.e. from January 1 to December 31.*
- 2. At the start of the new calendar year the Company will calculate the average weekly hours worked during the previous calendar year. Vacation time and statutory holidays will be included as hours worked for the purpose of this calculation.*
- 3. Based on the average weekly hours worked during the previous calendar year, the part-time employee will receive the number of personal days outlined below:*

**Average No. of Weekly Hours  
Worked in Previous Year**

**Personal Day  
Entitlement**

37.5	5
35.0	4
32.5	3
30.0	2
<30.0	0

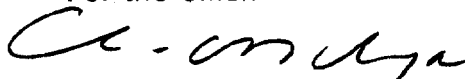
4. *The first year in which such part-time employees will be entitled to personal days is 1995, and the last year will be 1997.*



For the Union



For the Company





**Letter of Understanding**

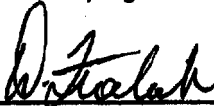
**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 987**

**The Company agrees to continue its current practice whereby employees , with the permission of their immediate manager, may request time off in lieu of overtime pay. Time off in lieu of overtime pay will be taken on the basis of one and one half hours of time off for each overtime hour worked. No employee may accumulate more than one week's worth of their regularly scheduled hours as lieu time. Such lieu time is to be taken no later than February 28th of the calendar year following the year in which it is accumulated. The time off will be taken at a time mutually agreeable to the manager and employee.**



**For the Union**



**For the Company**

