

Collective Agreement

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between

Purolator[®]

and

Teamsters Local 395

Saskatchewan Clerical

Expiry: December 31, 2008

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TABLE OF CONTENTS

Article 1	-	Preamble	1
Article 2	-	Recognition	1
Article 3	-	Management Rights	1
Article 4	-	Continuity of Operations	2
Article 5	-	General Provisions	3
Article 6	-	Union Security	4
Article 7	-	Union Representation	6
Article 8	-	Grievance Procedure	8
Article 9	-	Arbitration	12
Article 10	-	Disciplinary Measures	13
Article 11	-	Seniority	16
Article 12	-	Probationary Period	18
Article 13	-	Job Postings	18
Article 14	-	Promotions	22
Article 15	-	Lay-Off and Recall	22
Article 16	-	Hours of Work	25
Article 17	-	Overtime	26
Article 18	-	General Holidays	27
Article 19	-	Vacation	30
Article 20	-	Special Leaves	37
Article 21	-	Payment of Wages	39
Article 22	-	Health and Safety	40
Article 23	-	Benefits Program	41
Article 24	-	Personal Days	43
Article 25	-	Interpretation	46
Article 26	-	Purchase - Merger	46
Article 27	-	Duration and Renewal	46
Appendix "A"		Wages	48
Appendix "B"		Casual Employees	50
Appendix "C"		Letters of Understanding	51

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. RECOGNITION

- 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 555-3646.
- 2.02 Exclusive Agreement
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 OPERA

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 VISIONS

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 I _____ of Membership

All 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

All employee's hired by the Company 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 (15th) 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.

Shop stewards shall not suffer a loss in regular pay **as** a result of their participation in the grievance procedure.

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. **A** copy of the meeting minutes will be provided to the parties concerned.

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 GRIEVA CE UF

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 Stet.

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 be 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 Amointment 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. [LINARY N]

10.01 Disciplinary Measures

a) It is recognized that the imposition of discipline is the exclusive right of the Company.

Written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending upon the gravity or the frequency of the infraction in question.

b) In the event **an** employee is suspended for disciplinary purposes, he may choose one of the following **at** the time the discipline is dispensed:

i) accept and serve the suspension. **An** employee choosing i) will be deemed to have forfeit his rights **under** Articles 8 and 9;

ii) grieve the suspension and remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the **time**

dispensed however the employee choosing ii) will serve the suspension (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance **has** been abandoned by the Union. The Union agrees it will not delay the processing of such cases. If the Union delays the processing of the case, the Company shall have the right to impose the suspension.

The above does not apply in cases of discharge.

12 Time Limit for Imposition of a Disciplinary Sanction

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.

10.04 Presence of a Union Steward

Any employee covered by this agreement who is called into the Company's office for any discussions pertaining to disciplinary or administrative measures or during an investigation by the Loss Prevention department which could result in disciplinary measures for the employee shall be informed of his right to be accompanied by a steward.

10.05 Prescription

A disciplinary measure becomes null and void twelve (12) months after the date of the imposition of the discipline.

10.06 Consultation of the Employee's File

An employee who has completed his probationary period may, after having made an appointment two (2) working days in advance, consult his file in the presence of a representative of the Company, accompanied by his steward if he so wishes. The two (2) working days may be extended by the Company in order to process multiple requests from one location or requests from remote areas.

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, layoffs, 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, unless the employee has five (**5**) or more years of seniority at the time of layoff in which case recall rights will continue for eighteen (**18**) consecutive months;
- d) If he is absent from work for three (3) or more 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. The notice shall be sent to the employee by registered letter or union courier **service** forwarded to his last known address and a copy of the said notice shall be sent simultaneously to the Union. It will be the employee's sole responsibility to immediately advise the Company of any temporary or permanent change of address. The Company's obligation to advise the employee of a recall to work will be entirely **fulfilled** upon sending a registered or couriered letter **to** his last known address;
- f) He takes leave **other** than declared and agreed upon for **a** leave of absence.

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.

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.

12. PR

12.01 Duration

The probationary period for an employee scheduled five (5) or more days a week consists of sixty (60) days effectively worked within any consecutive period of four (4) months.

The probationary period for all other employees will be four (4) 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 include the following:

1. The classification;
2. The work schedule (including the normal **start** and finish time);
3. Normal lunch time;
4. Wagescale;
5. Qualifications required.

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

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.

c) In the case of a maternity leave, the position will be posted as a temporary vacancy. Such vacancy to be posted and awarded to the senior qualified employee. No employee shall be awarded more than one (1) maternity leave ~~posting~~ in any one (1) calendar year. Subsequent vacancies will be filled according to **13.01(b)**.

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 skills 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 skills and qualifications to perform the required work.

13.05 Posting Results

a) Within five (5) working days following the end of the posting period, the Company will post the name of the successful candidate. The successful candidate normally will be placed into the position within the ten (10) working days following the posting of his name.

b) If an employee obtains a posting in the same classification and the new position has a greater number of hours than his current position, then, effective the eleventh (11) working day following the expiry of the posting period if the employee has not yet been placed in his new position, he will be entitled to be remunerated according to the scheduled hours of his new position.

c) If an employee obtains a posting in a classification other than his current classification and the new position has a higher wage rate and/or a greater number of hours than his current position, then, effective the twenty-first (21) working day following the expiry of the posting period if the employee has not yet been placed in his new position, he will be entitled to be remunerated according to the wage rate and/or scheduled hours of his new position.

13.06 Increase in Hours

Any permanent position which has its schedule permanently increased to a higher hour band, or is

permanently increased by five (5) or more hours a week for positions not in an hour band, shall be deemed a vacancy and shall be posted as per the provisions of this article.

Article 14. PROMOTIONS

14.01 Trial Period

In all posted vacancies, the successful candidate will be placed on a trial period of ten (10) days worked in the new position. 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 rate. In the event the employee reverts back to their former position, the Company will initially review the other applications received for the posting as per Article 13.

Any vacancy created due to a trial period will be filled if, and in a manner, the Company deems appropriate.

The trial period will be extended where mutually agreed upon by the Company and the Union.

Article 15. LAY-OFF AND RECALL

15.01 Notice - Modification

Where the Company decides to eliminate or change a position from full-time to part-time, it must advise the Union and the employee concerned in writing five (5) days prior to the elimination or the modification of the position.

In the case of permanent modifications other than above which result in a change in the start and/or finish time or scheduled hours of work, the employee and the steward concerned will be notified in writing of such changes.

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 layoff for the purposes of Clause 15.03, unless the employee affected chooses to accept the reduction in hours.

15.03 Bumping

An employee, after being notified of a layoff, may exercise his bumping rights within his bargaining unit **and** location, provided he possesses the skills **and** qualifications required according to the following procedures:

a) The first employee **so** affected will bump a junior employee within **either** retail or operations;

b) The second employee so affected may bump a junior employee within either retail or operations;

c) The person so affected may bump the most junior employee in **any** block of hours equal **to** or lesser **than** their own, whether it be in retail or operations;

d) The person so affected may bump the most junior part-time employee whether it be in retail or operations.

15.04 Lay-off Notice

Except in the case of a fortuitous event, a laid-off employee shall receive notice in writing to this effect at least seventy-two (72) hours before the effective time of his layoff, Copy of the said notice is sent simultaneously to the Union.

In the case of **an** employee absent from work, the notice shall be sent by courier service or mail seventy-two (72) hours prior to **the** effective moment of the layoff and will

be sufficient to respect the above-mentioned time period. The Company agrees that the effective day of the layoff shall be the last day of the normal work week of the employee concerned.

15.05 Recall List

The laid-off employees shall be placed on a recall list which shall remain posted in the depot concerned. Except in instances where or service commitments will not allow, laid-off employees shall be offered “casual” work while on layoff.

However, if **an** employee refuses such an assignment three (3) times during **his** recall period, or if he is not available, the said employee will retain his right to recall for regular positions only.

15.06 Recall to Work

The Company shall recall laid-off employees to work, by method of **courier** service or certified mail by decreasing order of seniority within the area concerned, **subject** to skills and qualifications required for the positions.

It will be the employee’s sole responsibility to immediately advise the Company of **any** temporary or permanent change in his address and telephone number. An employee on layoff who **has** worked five (5) full **or** part days or more obtained in accordance with Clause 15.05 in a consecutive four (4) week period, will be considered to have **been** recalled solely for the purposes of Clause 11.02(c) of the Collective Agreement, and **the** period referred to in 11.02(c) of the Collective Agreement shall be considered to re-start as of the last day **worked**.

15.07 Reporting to Work

An employee is not obliged to report to work **after** having received a recall notice, following his layoff, in the following cases:

1. If he is prevented from doing so by illness or accident which is supported by medical documentation;
2. If he is **an** employee who **was** working full-time before his layoff and the recall is for a part-time position.

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.

16.05 Hours of Work

The Company agrees to optimize operations, such that where full-time positions can be created by combining and reorganizing hours, that such **steps** as are necessary shall be taken to create full-time positions. Additionally, the Company commits to creating schedules of the greatest number of **hours as** is operationally possible when creating schedules.

The application, understanding and interpretation of this clause is to create such positions/schedules based on optimizing service, productivity and employee/customer satisfaction **and** only where it is clear that there is **an** immediate and ongoing **need** for the creation of **a** position or increase in the schedule of **an existing** position.

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 Overtime

a) An employee who is not scheduled to perform work, but who at the request of the Company, performs work on a sixth (6th) shift shall be paid **one and one half (1 ½)** times his regular hourly wage for all such time worked.

b) An employee who is not scheduled to perform work, but who at the request of the Company, performs work on a seventh (7) shift shall be paid **two (2)** times his regular hourly wage for all such time worked.

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, prior to March 15th of that year, 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

Vacation is comprised of two parts:

- a) Vacation entitlement, i.e. time off.
- b) Vacation pay, i.e. the monies paid for the time off.

19.02 General Provisions

- a) Vacation is taken on a vacation year basis. The vacation year is from March 1 to February 28. Vacation is accumulated on a Payroll calendar year basis. The payroll calendar year is defined to start on the first payroll week of the year and conclude on the last payroll week of the year. The Company will advise all employees of the payroll year start and end dates.

- b) **As** a general rule, vacation entitlement cannot be carried over from one year to the next. If there are extenuating circumstances which may warrant a carry over of vacation, i.e. illness, etc., then a written request may be made by the employee to carry over the vacation. Where the Company grants approval the approval must be in writing with a copy to the employee's file. Employees who carry over vacation to the following year cannot use that privilege again the following year,
- c) Vacation time cannot be waived; employees must take their vacation entitlement in each vacation year.
- d) **When** a general (statutory) holiday falls within the employee's vacation period, the employee will be paid for the general holiday (if eligible). Full-time employees will use four **(4)** vacation days in order to make up the full week. The fifth **(5th)** day of vacation which would normally be used to take a week's vacation will be granted at some other time convenient to both the Company and the employee. Part-time employees will be granted the vacation day saved as a result of this at some other time convenient to both the Company **and** the employee.
- e) i) Vacation schedules should be completed taking into account, the preference of the employee, the service of the employee, and the operational needs of the Department. The vacation schedule should not adversely affect the operations or customer service.
- ii) Vacation schedules shall go up for selection no later than January 15th, Employee vacation requests should be completed and submitted no later than February 15th and vacation schedules should be communicated to employees no later than March 1st. By February 15 all employees, by seniority, must mark their preference of all entitled weeks of**

vacation on the vacation schedule.

iii) Employees who are entitled to more than three (3) weeks vacation may schedule vacation time in excess of the first three (3) weeks vacation once all other employees have had an opportunity to schedule up to **two (2)** weeks vacation. However, an employee who is entitled to five (**5**) weeks vacation or more as per Clause 19.03 e) or f) may select a maximum of four (**4**) consecutive weeks vacation (**no more than** three (3) weeks consecutive);

f) Employees will not normally be eligible to take vacation prior to **Christmas** Day during the week of **Christmas** and **during** the two (**2**) weeks prior to the week of **Christmas**.

g) For part-time employees a "**week** of vacation" is defined to be the regularly scheduled weekly hours for the employee.

19.03 Vacation Entitlement

- a)** Newly hired employee - hired prior to July 1st
- i) Employees hired prior to July 1st are entitled to one (1) week vacation, to be taken any time after July 1st of that same vacation year.
 - ii) During the vacation calendar year following the year an employee is hired, the employee is entitled to two (**2**) ~~weeks~~ vacation to be *taken* in that vacation year, the second week to be taken after the employee's one year anniversary date.
 - iii) In the subsequent vacation years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- b)** Newly hired employee - hired on or after July 1st.
- i) Employees hired on or after July 1st are

not entitled to any vacation during that same vacation year.

ii) During the vacation year following the year the employee is hired, the employee is entitled to take two weeks vacation. The first week can be ~~taken~~ at any time in that vacation year, while the second ~~week~~ cannot be taken prior to July 1st.

iii) In the following years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.

c) Employees having more ~~than~~ one (1) year of continuous service but less than five (5) years of continuous service are entitled to take two (2) weeks vacation which may be taken at any **time** in the vacation year with the exception of the employees still in a) or b) above.

d) Employees having completed five (5) years of continuous service but less than ten (10) years ~~of~~ continuous service with the Company are entitled to three (3) weeks vacation, in the vacation year.

e) Employees having completed ten (10) years of continuous service but less ~~than~~ fifteen (15) years of continuous service with the Company are **entitled** to four (4) weeks vacation, in the vacation year.

f) Employees having completed fifteen (15) years or more of continuous service are entitled to five (5) weeks vacation, in the vacation year.

g) Employees having Completed thirty (30) years or more of continuous service are entitled to six (6) weeks vacation, in the vacation year.

19.04 Vacation Pay – Full-Time Employees

a) Vacation pay is accumulated in the same payroll calendar year **as** the entitlement is taken, i.e. vacation pay is earned in the payroll calendar year **and** taken in the

vacation year. It is accumulated on the basis of a percentage of **gross** earnings as follows:

- i) For employees with less **than five (5)** years at the rate of 4%.
- ii) Effective on the anniversary date of five **(5)** years service at the rate of 6%.
- iii) Effective on the anniversary date of ten (10) years service at the rate of 8%.
- iv) Effective on the anniversary date of fifteen **(15)** years service at the rate of 10%.
- v) Effective on the anniversary date of thirty (30) years service at the rate of 12%.**

Vacation pay information **will** be **shown** on **an** employee's weekly pay statement.

b) For each week of vacation taken, an employee will receive **as** vacation pay **an** amount equivalent to his normal weekly salary, with the exception of employees covered by e) below.

c) Any vacation accrual owed to the employee at the end of the payroll calendar year will be paid out in March of the following year.

The sole exception to this will be for regular employees newly hired in **that** payroll calendar year, or employees who have been authorized to carry over vacation to **the** following year. Such employees will have any balance owed forwarded to the vacation pay accrual for the next payroll calendar year. Any monies owed at the end of that subsequent payroll calendar year will be paid out in March of the following year.

d) Employees who have been unable to take their vacation due to uncontrollable circumstances and who have not received proper authorization to carry over vacation to the subsequent year will have any vacation monies owed paid in March of the following year.

e) Employees absent for a total of more than three (3) months in the payroll calendar year (maternity,

parental, short / long term disability, WCB, leave of absence, etc. or any combination thereof) or laid off for a total of more than one (1) month in the payroll calendar year will have their vacation pay pro-rated for the entire period of absence / lay-off.

An employee who, at the time he goes on vacation, has been absent for a total of more than three (3) months in that payroll calendar year, or has been laid off for a total of more **than** one (1) month, will receive a vacation pay based on the percentage accumulated in that payroll calendar year. The employee may take the entire vacation entitlement with a suitably pro-rated vacation pay or the employee may take a pro-rated vacation entitlement based on the number of months of absence.

At the end of the vacation year, any negative vacation accrual, due to **an** absence **as** defined above, will either be repaid by the employee via personal cheque prior to the end of that year or alternatively the employee may choose to have his next year's vacation pay pro-rated by **an** equivalent amount. A negative vacation accrual **occurs** if the monies paid to **an** employee **as** vacation pay in a year exceed the vacation monies earned by the employee in that year.

f) For any employees who have been absent for less than a total of three (3) months or laid off for less than a total of one (1) month (**as** per e) above) there will be no pro-rating of vacation pay or entitlement.

g) **An** employee shall receive his vacation pay on his regular payday, With the exception of the year end payment noted in c) and d) above, vacation pay should not be paid to an employee unless the employee is taking vacation.

h) Employees covered by other vacation plans, i.e. part-time employees, who obtain a full-time position during the year will be entitled to vacation pay on a pro-rated basis for the number of complete months they will

work **as** a full-time employee during that year. The employees' outstanding vacation pay accrued under their previous plan will be added to their pay entitlement **under** this plan **and** any excess will be paid out in March of the subsequent year as per the provisions of this plan.

19.05 Vacation Pay – Part-Time Employees

a) Vacation pay is accumulated on the basis of a percentage of **gross** earnings **as** follows:

- i) For employees with less than five **(5)** years at the rate of 4%.
- ii) Effective on the **anniversary** date of five **(5)** years service at the rate of 6%.
- iii) **Effective** on the anniversary date of ten **(10)** years service at the rate of 8%.
- iv) Effective **on** the anniversary date of fifteen **(15)** years **service** at the rate of 10%.
- v) Effective on the anniversary date of thirty (30) years service at the rate of 12%.**

b) For each week of vacation taken, **an** employee will be able to withdraw vacation pay **from** the amount of vacation pay he **has** accumulated up to that time. The amount withdrawn **as** vacation pay should not exceed the employee's earnings for a normal week's work **and** cannot be more **than** the actual vacation pay accumulated up **to** that date. The sole exception is if an employee who is **taking his** last week of vacation entitlement for the year **has** vacation pay in excess of a normal week's wages, he will be entitled **to** request that all outstanding vacation pay be paid out.

c) An employee shall receive his vacation pay prior to his departure on vacation. Vacation pay should not be paid to **an** employee unless the employee is taking vacation.

19.06 Termination

When an employee ceases to be employed by the Company, any vacation monies which are owed to the employee for the current year will be paid out. If at the time of termination the employee has been overpaid vacation monies for the current year, the Company will deduct the overpayment from any other monies the employee is owed at termination. If the overpayment exceeds the monies owed, the employee will be asked to reimburse the Company for any additional overpayment (personal cheque).

Article 20. SPECIAL LEAVES

20.01 Bereavement Leave

a) In the event of the death of his spouse or common-law spouse or of one of **his** children or stepchildren, mother or father **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 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.

g) In the case where the day of the funeral/memorial service does not fall within the time periods provided for in (a) and (b) and falls on one of the employee's working days, the employee shall have the right to bereavement leave if he has not been paid for the maximum number of working days applicable as determined in paragraphs (a) or (b), as the case may be.

20.02 Birth or Adoption

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. In the case of adoption the employee will be granted a paid leave of one (1) working day on the day in which the child comes into the employee's care.

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.

20.06 Leaves of Absence

- a) When the requirements of the Company's services **will** permit, any employee hereunder, upon written application to the Company with **a** copy of said application to the Union may, if approved by the Company, be granted **a** leave of absence for a maximum of thirty (30) calendar days.
- b) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing and seniority may accrue during such extensions.
- c) Any employee hereunder on leave of absence engaged **in** gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered **as** an employee of the Company.
- d) Any employee shall be granted **a** leave of absence for **military** or military reserve purposes. Such employees **will** continue to accrue seniority during such leaves.

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 need without **an** increase in their wages.

b) By exception to clause a), **an** employee who is temporarily assigned to a job with a higher salary range than his own for one half (1/2) shift per day, will be entitled to receive the next highest pay rate of the higher range job 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 employeemay exercise the right of refusal to perform work constituting **an** imminent danger, the whole in

compliance with the provisions of the Canada Labour Code.

22.05 Safety Footwear

Where the Company deems it necessary that employees wear safety footwear, employees who have completed their probationary period will be entitled to be reimbursed up to \$25.00 annually for the purchase of CSA safety footwear. The employee must submit a receipt in order to be reimbursed.

Article 23. BENEFITS PROGRAM

23.01 Benefits Program

a) The Company agrees that the benefits program in force **as** outlined in the benefits booklet, at the date of signing of the present agreement, is maintained for the duration of the latter. The **cost** of such benefits program is paid for by the Company, with the exception of the optional plans offered by the Company for which the eligible employee pays the cost if such coverage is desired. All full-time employees who have twelve (12) months or more of service will be eligible for the benefits program. All part-time employees who have eighteen **(18)** months or more service and who are regularly **scheduled** for more **than** twenty (20) hours per week, shall be eligible for the benefits program.

The Company may improve **the** benefits and/or conditions of eligibility; in such a case, the Union is advised in writing of the change.

b) Part-time employees who are regularly scheduled for twenty (20) hours or less per week but who average

more in a specified quarter, will be eligible for benefits for the subsequent specified quarter providing they meet the remaining eligibility requirements as outlined in 23.01 (a). The specific benefits to which such employees are eligible are Dental and Health Care benefits. Benefits such as Weekly Indemnity, Long Term Disability, Life Insurance, and AD&D do not apply to such employees. By the fifteenth (15th) day of January, April, July, and October of each year (i.e. quarterly) the Company will review the actual hours worked for each employee in the previous quarter, to determine benefit eligibility for the new quarter.

c) Employees becoming eligible for benefits under 23.01 (b), shall only be reimbursed through receipt submission.

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.

In addition, the Company will make the following changes to the existing plan:

- The Company will eliminate the group life insurance offset;
- The Company will eliminate the two (2) year waiting period for full-time employees under the age of twenty-five (25). All full-time employees will have the one (1) year waiting period upon date of hire regardless of age;

- **Effective January 1st, 2006 the pension benefit will be 1.1% of employee earnings, for earnings below the YMPE;**
- **Effective January 1st, 2008 the pension benefit will be 1.2% of employee earnings, for earnings below the YMPE;**

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. **The Company shall respond in writing within two (2) working days after the written request has been received by the manager.**

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:

<u>Complete Months Worked</u>	<u>Number of Personal Days</u>
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.

24.06 Personal Days - Part-Time

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**.

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.

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
20.0	2
<20.0	0

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 (5" x 6 1/2"). 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 operations 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.

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 December **31, 2008** 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** renegotiate the present agreement not more **than a** hundred and twenty **(120)** days prior to its expiry date.

27.02 Application

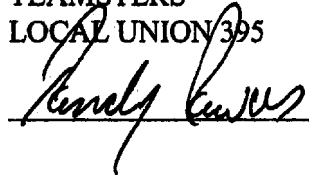
The present agreement, all terms **and** conditions therein provided, shall remain in **force** until **the** signing **of** a new Collective Agreement.

27.03 Annex or Appendix

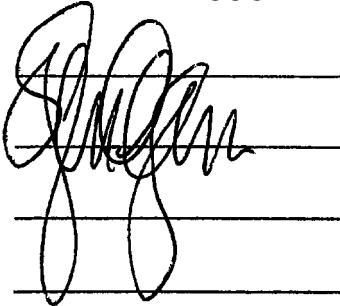
An annex or appendix to the present agreement is an integral part thereof.

IN WITNESS WHEREOF, the parties have signed, through their
duly authorized representatives, in REGINA, this 23
day of JANUARY, 2006

TEAMSTERS
LOCAL UNION 395



PUROLATOR COURIER LTD.



APPENDIX "A"

WAGES

- a) Effective the first Monday in January 2005, current and new employees will be paid in accordance with the wage scale outlined below.

Local 395

	Effective First Monday in Jan. 2005	Effective First Monday in Jan. 2006	Effective First Monday in Jan. 2007	Effective First Monday In Jan. 2008
<u>Level 2</u>				
0-3 months	12.13	12.50	12.87	13.26
4-12 months	12.92	13.30	13.70	14.11
13-18 months	13.87	14.29	14.72	15.16
19-24 months	14.83	15.28	15.74	16.21
More than 24 months	15.82	16.30	16.78	17.29

	Effective First Monday in Jan. 2005	Effective First Monday in Jan. 2006	Effective First Monday in Jan. 2007	Effective First Monday in Jan. 2008
<u>Level 1</u>				
0-3 months	14.48	14.92	15.36	15.82
4-12 months	15.26	15.72	16.19	16.68
13-18 months	16.13	16.61	17.11	17.63
19-24 months	16.82	17.32	17.84	18.38
More than 24 months	17.25	17.77	18.30	18.85

Level 1 Positions Include:

Collectors, U.S. ~~Customer~~ Service Representatives, CAS,
Customer Service Representatives

Level 2 Positions Include:

Retail, Data Entry, Sub-Depot Clerk, CAR, Depot ~~Clerk~~,
Accounts Payable, Shipping, Receptionist, Data Prep, DCC,
Billing, Secretary, Dispatch, Senior ~~Clerk~~

b) Employees currently earning greater than the top of the new wage scale will be red circled **and** will receive \$20.00 per week **over and** above their earnings. Employees receiving the \$20.00 "red circle premium" will **no** longer be eligible for **said** premium, once their hourly rate falls **within** the wage scale.

APPENDIX "B"

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**, of fluctuations **in** the volume of work **or** the filling of temporary vacancies, 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"

Letter of Understanding #1

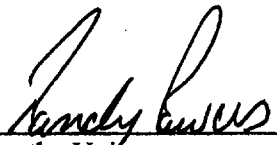
between

Purolator Courier Ltd.

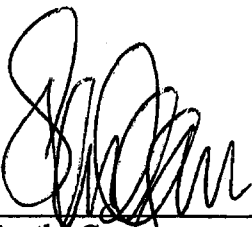
and

Teamsters Local 395

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 #2

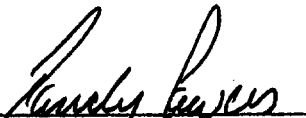
Between

Purolator Courier Ltd.


And

Teamsters Local 395

Notwithstanding the provisions of the current collective agreement, the parties agree **that** all locations within the **City** of Regina will be considered to be one location for the purpose of posting and bumping, all locations within the City of Saskatoon will be considered one location for the purpose of posting and bumping and all locations within the City of Prince Albert will be considered one location for **the** purpose of posting and bumping.



For the Union



For the Company

Letter of Understanding#3

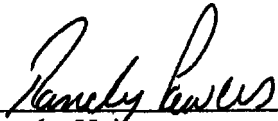
between

Purolator Courier Ltd.

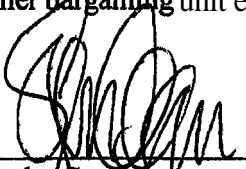
and

Teamsters Local 395

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 (10) 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 the Company

Letter of Understanding#4

between

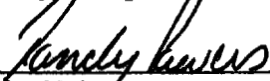
Purolator Courier Ltd.

and

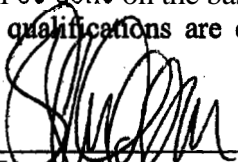
Teamsters Local 395

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 Team Leader will be solely at the Company's discretion. **When management** requires a **Team** Leader, a posting to such effect will be posted at the location where the Team Leader is required.

The selection of the Team Leader will be done on the basis of qualifications and **seniority**. Where **qualifications** are equal **seniority shall prevail**.



For the Union



For the Company

Letter of Understanding#5

between


Purolator Courier Ltd.

and

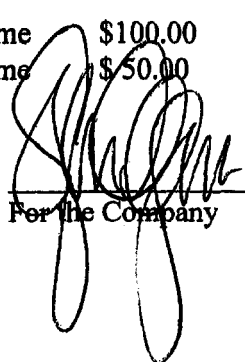
Teamsters Local 395

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:

<u>Status</u>	<u>Bonus</u>
Full-time	\$100.00
Part-time	\$50.00



For the Union



For the Company

Letter of Understanding#6

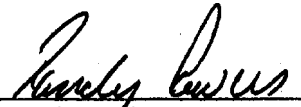
between

Purolator Courier Ltd.

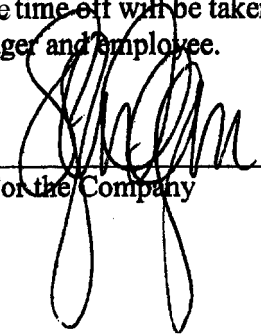
and

Teamsters Local 395

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

Letter of Understanding#7

between

Purolator Courier Ltd.


and

Teamsters Local 395

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 \$0.34 per kilometer. If ~~this~~ allowance is increased ~~during~~ the term of this collective agreement the ~~new~~ per kilometer allowance will apply.



For the Union



For the Company

Letter of Understanding #8

between

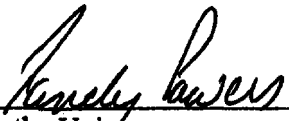
Purolator Courier Ltd.

and

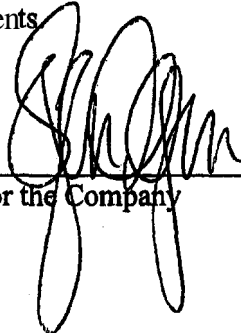
Teamsters Local 395

It is understood **and** agreed that the Company shall post a schedule for all Retail Store **hours** for all Retail store employees, two **(2)** weeks in **advance** of the actual work to be performed.

When developing **such** schedule, **the** Company will **take** into account the employee's seniority, the employee's previously indicated **shift**, schedule or location preferences. The Company will consider the foregoing **based** on customer needs **and** the Company's operational requirements.



For the Union



For the Company

Letter of Understanding #9

Between

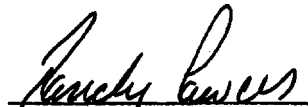
Purolator Courier Ltd.

And

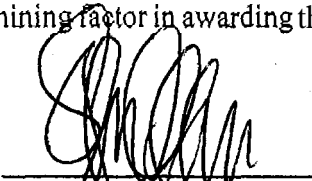
Teamsters Local 395

The Company shall have the right to develop tests in order to establish that a candidate for a job or vacancy has the basic skills necessary to perform the work required. The basic test and pass ~~mark~~ shall be **standardized**, the tests shall be relevant to the job at the **time** of the posting and the test shall be applied uniformly to all candidates.

The Company shall in all instances bear in mind the normal training period for the job or vacancy. **Where** candidates pass the basic test as prescribed by the Company and in accordance with the provisions of the Collective Agreement, the principle of ~~seniority~~ shall then be the determining factor in awarding the job or vacancy.



For the Union



For the Company

Letter of Understanding #10

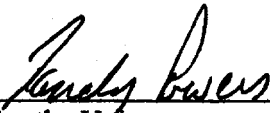
between

Purolator Courier Ltd.

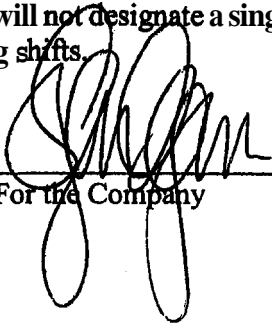
and

Teamsters Local Union 395

The Company and the Union agree that in the application of Article 13.01 a) the Company will not designate a single posting with six (6) scheduled working shifts.



For the Union



For the Company

Letter of Understanding #11

Between

Purolator Courier Ltd.

And

Teamsters Local 395

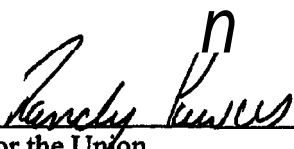
On a trial basis, during the term of **this** collective agreement the parties mutually agree to change the current way extra work is allocated for both clerical operations and retail employees.

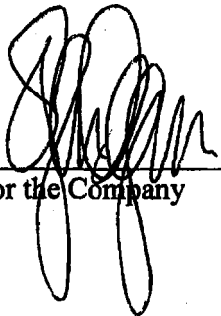
Future allocation of extra work will be done in the following **manner:**

- a) In order to keep overtime to a minimum, all extra work will be offered in such a way **as to** ensure that the number of hours worked at an overtime rate will be minimized i.e. work will be performed at straight time rates wherever possible;
- b) Keeping in mind clause **a)** above, where extra work is required it will offered **as** follows:
 - i) The most **senior** employee who possesses the required skills and qualifications and who are present at work on the same shift where the need occurs, **and** for employees, who have signed the availability list.
 - ii) Where the extra work requirements are not met by following i) above, the Company has the right to assign the extra work **on** a mandatory basis in reverse order of seniority.

- c) For the purposes of this trial only, clerical operations and retail employees will be considered as one department for purposes of vacation scheduling, temporary vacancies and extra work;

This trial will be for the period of twelve (12) months commencing January 1, 2006. Sixty (60) days prior to the end of this trial the parties agree to meet to discuss the continuation of this trial. It is understood, upon completion of the trial, both parties must mutually agree to continue the defined procedure above for the duration of this agreement.


For the Union


For the Company