

Collective Agreement

between



and

Teamsters Local 395

Saskatchewan Clerical

Expiry: December 31, 2012

10103(05)

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.

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

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

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.

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.

8.07 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.

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 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

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

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.

Article 12. PROBATIONARY PERIOD

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.

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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 A

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

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.

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

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 (7th) 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

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

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 calendar year basis. The vacation year is from January 1 to December 31. Vacation is accumulated on a calendar year basis.

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

- 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 calendar year.
 - ii) During the calendar year following the year an employee is hired, the employee is entitled to two (2) weeks vacation to be taken in that calendar year, the second week to be taken after the employee’s one year anniversary date.
 - iii) In the subsequent calendar 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 calendar year.
 - ii) During the calendar 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 calendar 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

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 calendar year will be paid out in January of the following year.

The sole exception to this will be for regular employees newly hired in that 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 calendar year. Any monies owed at the end of that subsequent calendar year will be paid out in January 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 January of the following year.

e) Employees absent for a total of more than three (3) months in the 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 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 calendar year, or has been laid off for a total of more than one (1) month, 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 calendar year, any negative vacation

- 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

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

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 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 **six (6)** months or more of service will be eligible for the benefits program. All part-time employees who have **twelve (12)** 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.

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

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.

IN WITNESS WHEREOF, the parties have signed, through their duly **authorized** representatives, in _____, this 8th day of September 2009.

TEAMSTERS
LOCAL UNION 395

Renee Lewis

PUROLATOR COURIER LTD.

Ch. Tall

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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

APPENDIX "C"

Letter of Understanding #1

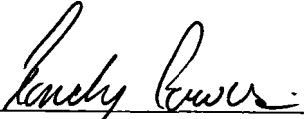
between

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#3

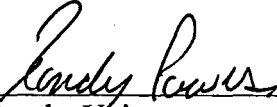
between

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 #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 #7


between

Purolator Courier Ltd.

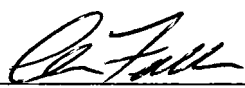
and

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 \$0.39 per kilometer. However, should the allowance be increased as per Purolator's Corporate Travel and Expense Policy, the Company agrees to pay the higher rate.



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 #11

Between

Purolator Courier Ltd.

And

Teamsters Local 395

During the term of this collective agreement the parties mutually agree to continue the current way extra work is allocated for both clerical operations and retail employees,

The 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 be 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.

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