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EFF.	9506	15	
TERM.	9707	01	
No. OF EMPLOYEES	11		
NOMBRE D'EMPLOYÉS	df		

Collective Agreement

between

Purolator Courier Ltd.
(hereinafter referred to as the "Company")

and

Teamsters Local Union 91
(hereinafter referred to as the "Union")

JUN 20 1995

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Article 1. PREAMBLE

1.01 Purpose

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

Article 2. RECOGNITION

2.01 Certification and Recognition

The Company recognizes the Union as the sole bargaining agent for all office and clerical employees of Purolator Courier Ltd. working in Kingston, Ontario, excluding supervisors and those above the rank of supervisor, human resources consultant, sales staff, casual employees and employees covered by a subsisting collective agreement.

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 OPERATIONS

4.01 Strike - Lock-out

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

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

4.02 Picket Lines

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

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

Article 5. GENERAL PROVISIONS

5.01 Regulations and Policies

- a) The Company has the exclusive right to make, modify and implement regulations, policies and procedures to be observed by the employees; such regulations, policies and procedures must not be inconsistent with the provisions of the present agreement. Furthermore, where in the present agreement it is provided that a policy is maintained, such policy remains in force and may not be modified by the Company for the duration of the present agreement;
- b) The Union Business Agent will be advised, in writing, of any new regulations or policies or modifications thereof, at least seven (7) days in advance of the implementation date. The Company is committed to take the necessary measures available to it to advise the employees of any such new or modified regulation or policy, including potentially distributing written notices with the employees' pay cheques. A notice will also be posted on the employee bulletin board.

5.02 Discrimination

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

5.03 Gender-Sex

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

5.04 Nullity

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

5.05 Headings and Sub-Headings

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

Article 6. UNION SECURITY

6.01 Maintenance of Membership

Within thirty (30) days of the ratification of the present agreement all current employees shall become members of the Union, and shall thereafter maintain their membership for the duration of the present agreement as a condition of continued employment.

6.02 Union Membership

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

6.03 Union Dues

The Company agrees for the duration of this agreement, to deduct the monthly dues from the first pay cheque each month of any employee under the scope of this agreement, and to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted, not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted. The check-off 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 the 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 and Dues Deduction Authorization 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 to the Union. All forms shall be returned to the Union within thirty (30) calendar days from the date of hire.

Article 6. UNION SECURITY (cont'd)

6.06 Remittance of Dues

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

6.07 Probationary Employees

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

6.08 Tax Forms

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

Article 7. UNION REPRESENTATION

7.01 Bulletin Board

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

7.02 Negotiation Committee

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

7.03 Shop Stewards

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

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

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

7.04 The Union Business Agent

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

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

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

7.05 Labour Relations Meetings

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

Article 7. UNION REPRESENTATION (cont'd)

7.06 Union Leave of Absence

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

Article 8. GRIEVANCE PROCEDURE

8.01 Definition of Grievance

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

8.02 Verbal Step

Any employee having a problem concerning his working conditions which may give rise to a grievance, must discuss it first with his immediate supervisor, accompanied by an available Union steward if he so desires and subject to the steward obtaining permission from his supervisor, which permission will be granted at a time convenient for operational purposes, to attend said meeting in order to attempt to settle it. The supervisor will give his answer within the five (5) working days following the discussion.

8.03 Written Step

The employee concerned and/or a steward must submit the grievance in writing to the person designated by the Company within the ten (10) working days following knowledge of the facts or the decision leading to the grievance. The grievance form must be signed by the employee.

In the event where a grievance is submitted to the written step in conformity with the present clause, and where the verbal step was not completed, the employee must ensure that he complies with the verbal step in the two (2) working days following notification by the Company. During these two (2) working days, the time limits set out in the written step will be suspended. At a monthly meeting established between the parties, the Company will meet with the Union to discuss and attempt to resolve the grievance. The Company will give its response to the grievance to the business agent in the ten (10) working days following the meeting or the expiry of the time limit set to hold such meeting. A copy of said response shall be submitted to the employee and the steward concerned.

In the case of an unsatisfactory answer or in the absence of an answer, the Union will inform the Company in writing of its intention to submit the grievance to arbitration in the twenty-five (25) working days following the meeting with the Company. The monthly meeting will be held on a mutually agreed upon predetermined date. It is understood that this meeting will be held in the establishment where the grievance originated or at a site mutually agreed upon.

8.04 Suspension or Dismissal

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

Article 8. GRIEVANCE PROCEDURE (cont'd)

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.

Article 8. GRIEVANCE PROCEDURE (cont'd)

8.10 Payment of Grievance Settlement

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

8.11 Working Day

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

Article 9. ARBITRATION

9.01 Notice of Arbitration

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

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

9.02 Appointment of an Arbitrator

The grievance shall be submitted to a sole arbitrator mutually agreed upon by the parties.

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

9.03 Final and Binding Decision

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

9.04 Fees and Expenses

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

9.05 Burden of Proof

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

Article 10. DISCIPLINARY MEASURES

10.01 Discipline

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

10.02 Time Limit for Imposition of a Disciplinary 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. This time period can be extended to fifteen (15) 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 when called into the Company's office for the disposition of a disciplinary measure may, upon request, be accompanied by a steward. Should a steward be unavailable, the employee may request the presence of a fellow Union member.

The above paragraph will not apply in cases where there is no Union steward or other Union member available at the work-site.

10.05 Prescription

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

Article 11. SENIORITY

11.01 Definition of Seniority

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

11.02 Loss of Employment and Seniority

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

- a) If he resigns;
- b) If he is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If he has been laid-off for a consecutive period of twelve (12) months;
- d) If he is absent from work for more than two (2) consecutive working days without the authorization of his immediate supervisor;
- e) If he does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if he does not return to work within the delays therein provided, without valid reason;
- f) If he is absent from work by reason of illness or accident, other than a work-related accident, until such time as the short or long-term disability benefits run out or until a physician, mutually agreed to by the parties, provides a medical prognosis which establishes that the employee will be unable to resume his regular duties;
- g) If he is absent from work by reason of a work-related accident for which the WCB pays benefits, for a consecutive period of twenty-four (24) months, or for a longer period if specified by law.

11.03 Promotion to a Position Outside the Bargaining Unit

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

11.04 Seniority Lists

A seniority list for each depot shall be revised every three (3) months following the signing of the Collective Agreement and will be posted in the depot concerned. A revised copy is to be sent to the Local Union and the Steward.

(Identical Seniority Dates

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

Article 12. PROBATIONARY PERIOD

12.01 Duration

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

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

12.02 Coverage Under the Collective Agreement During the Probationary Period

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

12.03 End of Probation - Seniority List

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

Article 13. JOB POSTINGS

13.01 Job Postings

All job vacancies within the bargaining unit other than temporary vacancies shall be posted for a period of three (3) consecutive working days. It is the intention of the Company to continue with the current practice of including an outline of the job as it exists at the time of posting and qualifications required.

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. Positions are awarded on the basis of qualifications and then seniority. Where qualifications are equal seniority shall prevail.

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 Application Limit

No employee shall be awarded more than four (4) permanent posted vacancies *in* any one calendar year.

13.04 Familiarization

The successful candidate moving to an equal paid or higher paid position within the bargaining unit will be placed on a trial period of up to one (1) week. During that time, either the Company or the employee may terminate the trial period, in which case the employee will be returned to their previous position and wage rate. The one (1) week period may be extended by mutual agreement between the Company and the Union.

Article 14. TEMPORARY VACANCIES

14.01 Vacancies

- a) Temporary vacancies shall be defined as vacancies of less than three (3) months or, in the case of a maternity leave as a vacancy of less than six (6) months.
- b) In cases where the Company requires a temporary 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.

Article 15. LAY-OFF AND RECALL

15.01 Bumping

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

- a) The full-time employee affected will bump the most junior full-time employee;
- b) The most junior full-time employee may bump the most junior incumbent within a work schedule consisting of a number of scheduled weekly hours that is inferior to his own.

This same procedure will be followed until all employees so affected/bumped have exercised their seniority rights.

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

15.02 Reduction in Hours

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

15.03 Recall

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

Article 16. HOURS OF WORK

16.01 Definition

The normal daily hours of work for full-time employees shall be seven and one-half (7½) hours.

The normal work week for full-time employees shall consist of thirty-seven and one-half (37½) hours.

An employee who is regularly scheduled for less than thirty-seven and one-half (37½) 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 (1½) hours depending on operational and service requirements, at a time authorized by the immediate supervisor.

16.03 Adjustment of Hours

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

16.04 Normal Work Week

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

Article 17. OVERTIME

17.01 Definition

Overtime will be defined as any hours which the employee is required by the Company to work in excess of seven and one half (7½) hours daily or thirty seven and one half (37½) hours in a week and will be paid for at the rate of time and one half the employee's regular wage rate.

17.02 Sunday Work

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

17.03 Call Backs

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 (7½) hours which will not be considered to include any overtime.

Article 18. GENERAL HOLIDAYS

18.01 General Holidays

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

1. New Year's Day;
2. Good Friday;
3. Victoria Day;
4. Canada Day;
5. Labour Day;
6. Thanksgiving Day;
7. Christmas Day;
8. Boxing Day;
9. Civic Day ;

10. In addition to the above, a floating general holiday will be granted to all employees who are eligible as of January 2nd of that year. This floating holiday may be scheduled by the Company at a time which meets the operational needs of the Company. Should the Company not schedule a specific day to observe the floating holiday, it will be taken at a time mutually agreed to by the Company and the employee.

18.02 Special Provisions

If one or the other of the general holidays falls on a Saturday or a Sunday, it shall be observed on the working day which precedes or follows the said general holiday, according to the notice which shall be posted by the Company to this effect two (2) weeks prior to the said holiday.

Moreover, where a general holiday falls on a working day other than a Monday or a Friday, the Company shall post a notice two (2) weeks prior to the said general holiday in the event it decides that the said holiday shall be observed on a day other than that upon which it falls.

18.03 Payment of a Holiday

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

- a) Payment for a holiday to a part-time employee will be based on 1/20 of his regular hours worked during the four (4) pay weeks preceding the day that payroll is calculated for the week wherein the general holiday occurs.
- b) Payment for a holiday to a full-time employee is based on the normal remuneration for his regularly scheduled hours for the shift which is designated as his general holiday.

Article 18. GENERAL HOLIDAYS (cont'd)

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 Components

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 accumulated and taken 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. Where the Company grants 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 payroll calendar 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 (5) 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 should be completed no later than March 15th.
 - iii) Employees who are entitled to more than two (2) weeks vacation may schedule vacation time in excess of the first two (2) weeks once all other employees have had an opportunity to schedule up to two (2) weeks vacation.
- 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.

Article 19. VACATION (cont'd)

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 payroll calendar year.
 - ii) During the payroll calendar year following the year an employee is hired, the employee is entitled to two (2) weeks vacation to be taken in that payroll year, the second week to be taken after the employee's one year anniversary date.
 - iii) In the subsequent payroll 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 payroll calendar year.
 - ii) During the payroll calendar year following the year the employee was hired, the employee is entitled to take two (2) 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 continuous service are entitled to take two (2) weeks vacation which may be taken at any time the payroll calendar 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 payroll calendar 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 payroll calendar year.
- f) Employees having completed fifteen (15) years or more of continuous service are entitled to five (5) weeks vacation, in the payroll calendar year.

19.04 Vacation Pay - Full-Time Employees

- a) Vacation pay is accumulated in the same payroll calendar year as the entitlement is taken, ie. vacation pay is earned and taken in the same calendar 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%.

Article 19. VACATION (cont'd)

19.04 Vacation Pay - Full-Time Employees (cont'd)

- 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 January 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 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 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 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 payroll calendar 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 pay day. 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.

Article 19. VACATION (cont'd)

19.04 Vacation Pay - Full-Time Employees (cont'd)

- h) Employees covered by other vacation plans, ie. 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 January 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 service 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%.
- 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 first 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 employee should not be paid unless employee is taking a 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 of one of his children, an employee has the right to a bereavement leave during the working days falling within the five (5) days immediately following that of the death;
- b) In the event of the death of any other member of his immediate family, an employee has the right to a bereavement leave during the working days falling within the three (3) days immediately following that of the death;
- c) An employee who has completed three (3) consecutive months of continuous employment with the Company and who has the right to a bereavement leave provided for in paragraphs a) or b), has the right to be paid for such leave at his regular hourly rate for his regular scheduled hours of work in his position;
- d) The expression "immediate family" means, in relation to the employee, his father, mother, sisters, brothers, father-in-law, mother-in-law, grand-parents, son-in-law and daughter-in-law, as well as any relative permanently residing in the employee's household or with whom the employee permanently resides;
- e) The Company may require that an employee provide satisfactory proof of death in order to establish his right to be paid for the bereavement leave;
- f) An employee may request to extend the time allowed for bereavement leave.

20.02 Birth

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

20.03 Jury Duty and Witness

- a) Where an employee has received a subpoena as a witness in a case to which he is not a party or has been called upon to act as a juror during his scheduled working days, the employee shall receive the difference between the indemnity which is paid to him as witness or juror and the salary he would normally have earned if he would have worked his regularly scheduled hours during the said days.
- b) An employee who is summoned for jury duty but is not in fact chosen to sit as a juror, must present himself at work as soon as possible thereafter. Such employee may be required to establish that the duration of his absence was caused by the time necessary for waiting, being chosen or being set aside.

20.04 Child Care Leave

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

20.05 Compassionate Leave

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

Article 21. PAYMENT OF WAGES

21.01 Payday

The payment of wages shall be weekly.

21.02 Error on the Pay Cheque (Shortage)

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

21.03 Error on the Pay Cheque (Overpayment)

In the event the Company overpays on the pay cheque of an employee, the amount overpaid will be deducted, following notice to the employee, on the next pay cheque of the employee where it is possible to do so after discovery of the error or notice thereof by the employee to the Company, the whole according to the agreement reached between the Company and the employee concerned. Failing such an agreement, the Company will establish the provision of reimbursement, which shall be such that the employee will not have more than thirty percent (30%) of his gross salary deducted per pay, up until such times 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.

Article 22. HEALTH AND SAFETY

22.01 Co-operation

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

22.02 Respect of the Law

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

22.03 Accident Report

The employees undertake to report any work accident immediately, or as soon as possible, to their immediate supervisor or to another Company representative within the depot.

22.04 Right of Refusal

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

Article 23. BENEFITS PROGRAM

23.01 Benefits Program

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

23.02 Modifications

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

23.03 Pensions

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

23.04 Brochures

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

Article 24. PERSONAL DAYS

24.01 Calculation

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

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

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

24.02 Utilization

These days of which a full-time employee may avail himself may be used in a case of absence on account of illness or for personal reasons. An employee wishing to use a personal day for personal reasons must advise his immediate supervisor, in writing, at least one (1) week in advance. Authorization to take the said day on the date requested by the employee may be refused taking into account the operational requirements of the Company and 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.

Article 24. PERSONAL DAYS (cont'd)

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 the employee having used all personal days *to* which he should have been entitled to, shall receive payment of the equivalent of his unused personal days at his hourly rate applicable at the time of his departure.

Article 25. INTERPRETATION

25.01 Collective Agreement in Printed Form

The Company shall have the text *of* the Collective Agreement printed in 8½" x 11" form. It shall distribute one (1) copy to each *of* the present and future employees in the bargaining unit and shall remit a number to the Union not more than sixty (60) days after the signing of the Agreement.

Article 26. PURCHASE - MERGER

26.01 Purchase - Merger

The Company agrees to advise the Union in writing in the event it acquires by purchase the affairs or 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 July 1, 1997 and, barring express provisions to the contrary, does not have retroactive effect. Either of the parties to the present agreement may give notice in writing of its intention to renegotiate the present agreement within a delay of not less than ninety (90) days and not more than one 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.

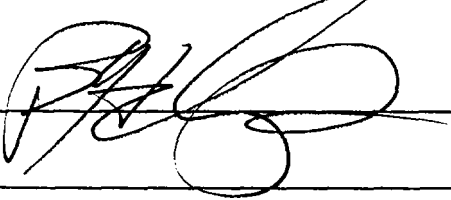
27.03 Annex or Appendix


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 Ottawa, this 15 day of June, 1995.

TEAMSTERS LOCAL UNION 91

PUROLATOR COURIER LTD.





APPENDIX "A"

Wages

1. Wages

- a) For employees hired prior to the signing of the collective agreement:
- i) Effective July 3, 1995 a 3% wage increase for employees who have not reached the top rate of their wage level (wage levels outlined in b) below). Employees who will attain the top rate with an increase of less than 3% will be given a lump sum payment equivalent to the difference between 3% and their actual increase, at the same time outlined below and for the period of July 3, 1995 to December 31, 1995. Employees at, or earning more than the top rate are red circled and receive no increases, however such employees will be given a lump sum payment in January, 1996 equal to 3% of earnings for all hours worked during the period of January 1, 1995 to December 31, 1995. Such lump sum will only be paid to employees who are still employed by the Company at the time of payout.
 - ii) Effective July 1, 1996, employees who have not yet reached the top rate in their wage level will be given a wage increase equal to fifty percent (50%) of the difference between their current wage rate and top rate in their wage level (wage levels outlined in b) below). Employees at, or earning more than the top rate are red circled and will receive no increase or lump sum.
- b) Employees hired after the signing of the collective agreement will progress on the wage levels per the table below:

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

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

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

Level 2 positions include: Receptionist, Data Prep Clerk, Discrepancy Clerk, Telephone Clerk, 100% Billing Clerk, Check-in/Check-out Clerk.

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

Letter of Understanding
between
Purolator Courier Ltd.
and
Teamsters Local Union 91

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

TEAMSTERS LOCAL UNION 91

A handwritten signature in black ink, appearing to be "J.H. G.", written over a horizontal line.

PUROLATOR COURIER LTD.

A handwritten signature in black ink, reading "Cheryl Ramsay", written over a horizontal line.

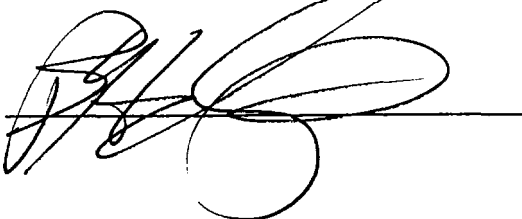
Letter of Understanding
between
Purolator Courier Ltd.
and
Teamsters Local Union 91

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

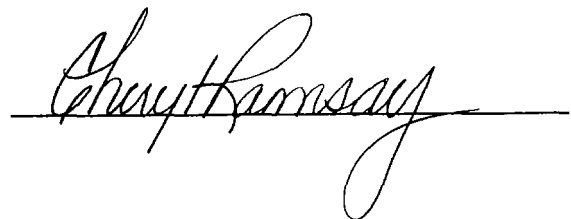
In December of each year, all such eligible regular employees who have attained twelve (12) or more months of service and who have not been absent from work for more than fifteen (15) weeks during the year (excluding maternity leave) shall **be** eligible to receive a Christmas bonus as follows:

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

TEAMSTERS LOCAL UNION 91



PUROLATOR COURIER LTD.



Letter of Understanding

between

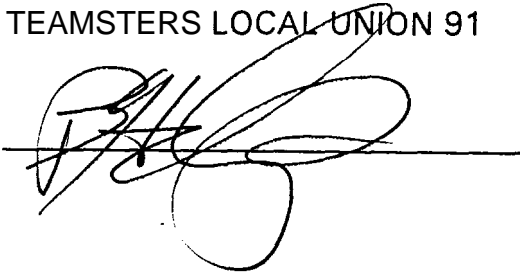
Purolator Courier Ltd.

and

Teamsters Local Union 91

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. No employee may accumulate more than one week's worth of their regular scheduled hours as lieu time. Such lieu time is to be taken no later than February 28th of the calendar year following the year which it is accumulated. The time off will be taken at a time mutually agreeable to the manager and employee

TEAMSTERS LOCAL UNION 91



PUROLATOR COURIER LTD.

