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TERM.	9707	01	
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	df		

Collective Agreement

Between

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

And

Teamsters Local 927
(hereinafter referred to as the "Union")

Moncton Admin. Centre
1996 - 1997

MAR 13 1996

10280(01)

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Article 1 - PREAMBLE

- 1.01 *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 excellent relations and a climate of cooperation between the Company and its employees represented by the Union. The parties also recognize that they must focus on cooperation and mutual interests in order to maximize the potential for success in a highly competitive industry.*

Article 2. RECOGNITION

- 2.01 **Certificationd Recognition**
*The Company recognizes the Union as the sole bargaining agent for: "all office and clerical employees of Purolator Courier Ltd. at its Administration Centre, 1222 Main Street, in the City of Moncton, Province of New Brunswick, **excluding** supervisors and persons above the rank of supervisor, administrative assistant, administration and entry secretary, computer operators, human resources secretary and representatives, sales **staff**, building maintenance and janitorial employees, casual and temporary employees and any employees covered by a subsisting Collective Agreement" as listed in certification order #555-3862 issued in Ottawa, March 3rd, 1995.*

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 not act in a discriminatory manner or inconsistently with the provisions of the present Collective 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 Collective Agreement.

Article 4. CONTINUITY OF OPERATIONS

4.01 **Strike - lock-out**

It is agreed that for the duration of the present Collective 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**

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

b) However, the right recognized in paragraph (a) of the present clause does not apply in the event a picket line is established by persons or employees not covered by the present Collective Agreement in front of any depot, terminal, centre, establishment or other location of Purolator Courier Ltd. In such a case, the employees covered by the present Collective Agreement must perform their normal functions unless there is an imminent danger to their safety, in which case they will advise the Company of this danger and the Company will take all reasonable action to ensure the safety of the employees.

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 Collective Agreement. Furthermore, where in the present Collective 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 Collective 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 female 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 Collective Agreement does not affect the validity of other provisions of the Collective Agreement. Any provision of the Collective 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 Collective Agreement.

5.06 **Bargaining Unit Work**

An employee who is not part of the bargaining unit will not normally perform bargaining unit work. However, it is expressly understood that employees who are not part of the bargaining unit may perform bargaining unit work in the following cases:

- a) In the case of training and/or experimentation and/or the introduction of new equipment, systems or work methods;*
- b) In the case of emergency;*
- c) In the case of circumstances beyond the control of the Company;*
- d) in the case of meeting customer service needs;*
- e) On a temporary or casual basis if such needs cannot be met by members of the bargaining unit (ie for fluctuations in volume of work, shortage of manpower, temporary vacancies, etc);*

It is understood that such work performed by non-bargaining unit employees shall not have as intent the reduction of the number of regular positions.

5.07 **Access to Personal File**

(a) Upon request of an employee, at reasonable intervals, the personal file of that employee shall be made available for her examination, within five (5) working days following the request, in the presence of an authorized representative of the Company.

b) The Union and the Company recognize the importance of ensuring the confidentiality of employee medical information. This information will be utilized to determine an employee's ability or inability to perform work duties, for attendance management, for Company related benefit plans/medical insurers, and for the Workers Compensation Board.

Article 6. UNION SECURITY

6.01 **Maintenance of Membership**

Within 30 days of the ratification of the present Collective Agreement all current employees covered by the bargaining certificate shall become members of the Union, and shall thereafter maintain their membership for the duration of the present Collective Agreement as a condition of continued employment.

6.02 **Union Membership**

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

6.03 **Union Dues**

The Company agrees for the duration of this Collective Agreement, to deduct the monthly dues from the weekly pay cheque of any employee under the scope of this Collective Agreement, and to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted, not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted.

The checkoff list will include social insurance numbers and names.

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

6.04 **Arrears**

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

6.05 **Authorization Forms**

The Union will supply the Company with Check-off Authorization Forms, 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.

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

6.07 Probationary Employees
The deduction of Union dues shall be made from every employee including, but not limited to probationary employees. In the event that an employee leaves or is terminated the Company will deduct any union dues so owing from her 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 _____ TION

7.01 Bulletin Board
The Company will provide a bulletin board to the Union, on each floor as required by the present Collective Agreement. The bulletin board upon which the Union may post its notices, and communications which must be signed by a representative of the Union and it may not discuss any matters of a libelous or prejudicial nature with respect to the Company, its agents or representatives.

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 Collective 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 two (2) stewards and one alternate for data prep and two (2) stewards and one alternate for data entry. The appointment of more stewards 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 her position of work, obtain the authorization of her supervisor which shall not be unduly refused.

The supervisor will authorize the period of time during which the shop steward may be absent from her 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 at least every three (3) months.

7.06 **Union Leave of Absence**

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

7.07 **Union Conferences**

*The Company shall grant an unpaid leave of absence to an employee appointed by the Union to attend a Union conference or seminar, if **such** leave is requested at least four (4) weeks prior to commencement and only if such leave would not impact on operations or customer service. The four (4) weeks notice can be reduced to one (1) week in exceptional cases.*

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 her working conditions which may give rise to a grievance, must discuss it first with her immediate supervisor, accompanied by an available Union steward if she so desires and subject to the steward obtaining permission from her 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 her 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 she 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.

8.04 Suspension or Dismissal

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

8.05 Union Grievance

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

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

8.06 *Company v 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 her absence, the principal officer of the said Union, within the ten (10) working days following knowledge of the fact giving rise to the grievance. Within the ten (10) working days following receipt of the grievance by the Union, the Union shall meet with the Company to discuss and attempt to settle the grievance. The Union must give its response to the grievance in writing within the ten (10) working days following the said meeting or the expiry of the time limit set to hold the said meeting.

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

8.07 *Written Statement of the Grievance*

a) Written Statement

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

b) Rejection of a Grievance

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

8.08 *Mutual Agreement in Writing*

All decisions taken by mutual agreement in writing between the designated representatives of the Company and the Union, at any time during the grievance and arbitration procedures,

shall be final and binding upon the Company, the Union and the employees.

8.09 **Extensions and Time Limits**

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

8.10 **Payment of Grievance Settlement**

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

8.11 **Working Day**

For the purposes of Article 8 of the present Collective 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 Collective 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 Collective Agreement, nor to render any decision incompatible with the provisions of this Collective Agreement, nor to consider any matter not pertaining to the present Collective Agreement.

9.04 Fees and Expense

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 **Expedited Arbitrations**

The parties agree to create an expedited arbitration procedure during the term of this Collective Agreement.

Article 10. DISCIPLINARY MEASURES

10.01 **Discipline**

It is recognized that the imposition of discipline for just cause 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; otherwise, this sanction shall be rendered null and void, without effect and illegal for the purposes of the present Collective Agreement. Nonetheless, 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 (for example: theft, fraud, drugs, etc.), 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 trans-

mitted 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. Her signature does not constitute an acceptance of the disciplinary measure, but only receipt of the written confirmation.

10.04 *Presence of a Union Steward*

a) Once the Company has concluded a disciplinary investigation and written discipline is to be dispensed to an employee, the Company will advise the employee that such discipline is forthcoming. The employee may be accompanied by a steward at the meeting where the discipline will be dispensed.

Where an employee requests the presence of a steward, and a steward is unavailable, the employee may request the presence of another Union representative.

b) An employee who is called into the Company's office to discuss a matter which may lead to a disciplinary measure being issued to the employee shall, upon request, be accompanied by a steward. The steward's role is to act as a witness to the meeting.

Where the employee requests the presence of a steward, and a steward is unavailable, the employee may request the presence of another employee or union representative.

10.05 *Prescription*

A disciplinary measure becomes null and void twelve (12) months after the date of imposition of the discipline for employees scheduled greater than twenty-five (25) hours per week, and twenty-four (24) months after the date of imposition of the discipline for employees

scheduled twenty-five (25) hours per week or less.

Article 11. SENIORITY

11.01 Definition of Seniority

Seniority is the total length of continuous employment 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 assist in providing the order of layoffs, recalls, vacation selection and obtaining job postings.

11.02 Loss of Employment and Seniority

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

- a) if she resigns;
- b) If she is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) if she has been laid-off for a consecutive period of twelve (12) months;
- d) If she is absent from work for more than two (2) consecutive working days without the authorization of her immediate supervisor;
- e) If she does not reply to a notice of recall to work within the three (3) working days following receipt of such notice **or** if she does not return to work within the delays therein provided, without valid reason;
- f) If she 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 her regular duties;

g) If she 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 her seniority during a period of ninety (90) calendar days from the effective date of her promotion. During this period, the employee may return to her position within the bargaining unit. At the end of this period of ninety (90) calendar days, the employee loses her seniority and all rights and advantages provided for in the present Collective Agreement.

11.04 Seniority List

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

11.05 Identical Seniority Dates

In case of identical seniority dates, the names of the employees concerned will be entered into a random draw and their relative seniority shall be established based on the order in which the names are drawn, with the employee first drawn having the most seniority,

Article 12. PROBATIONARY PERIOD

12.01 Duration

The probationary period for a full-time employee, or a part-time employee regularly scheduled for

thirty (30) or more hours per week, consists of sixty (60) days worked within any consecutive period of four (4) months.

The probationary period for a part-time employee regularly scheduled for less than thirty (30) hours per week will be six (6) months.

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

The probationary period is a period during which the Company determines if an employee is fit to remain in its employ. During the probationary period provided in clause 12.01, the employee is entitled to the advantages provided for in the present Collective Agreement, except as otherwise provided. However, it is acknowledged that in the case of dismissal, an employee on probation may not avail herself of the grievance and arbitration procedure.

12.03 *End of Probation - Seniority List*

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

Article 13. JOB POSTINGS

13.01 *Vacancies*

All job vacancies within the bargaining unit other than temporary vacancies shall be posted for a period of five (5) working days. The posting shall show the position title, the basic job duties, the work schedule, the qualifications required, and the wage range.

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

13.02 Submission of Candidacy

Applicants for a posted position shall apply in writing to the Company, within the five (5) 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 her behalf. It is the employee's responsibility to advise the steward of the specifics of the desired position.

73.03' Job Requirements and Selection Criteria

a) Applicants

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

b) Selection

In all posted vacancies the Company will apply the principle of seniority subject to the employee having the skill and qualifications to perform the required work. The name of the successful candidate will be posted.

c) Unsuccessful Candidates

Unsuccessful candidates will, upon request, be advised of the reasons why they were unsuccessful.

13.04 Application Limit

No employee shall be awarded more than four (4) permanent posted vacancies in any one calendar year. An employee cannot apply for a posted vacancy unless she has been in her current position for at least six (6) months or the vacancy provides more hours, a higher wage rate or a different schedule of hours.

13.05 Trial Period

In all promotions, the employee will be placed on a trial period of up to two (2) weeks. During that time, either the Company or the employee may terminate the trial period in which case the employee will be returned to the employee's previous position without loss of seniority or former wage or salary rate. Any vacancy created due to a trial period will be filled if, and in a manner, the Company deems appropriate. Promotion is defined as a move from a lower paid position to a higher paid position within the bargaining unit.

Article 14. TEMPORARY VACANCIES

14.01 Temporary Assignment

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

b) By exception to clause (a), an employee who fulfills the duties of a job with a higher salary range than her own for greater than one (1) full day within a given calendar week, will be entitled to receive the minimum pay rate of the higher range for the period of time she performs the higher rated job.

Article 15. LAY-OFF AND RECALL

15.01 Bumping

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

a) The full-time employee affected will bump the most junior full-time employee in the same department;

b) The junior full-time employee in the department will bump the most junior full-time employee in the location;

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

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

d) If the employee elects not to bump, or is unable to do so, she 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.

15.04 Modification of Start Time

In cases where the Company permanently modifies the scheduled start time of an existing job or group of jobs, the employee(s) who move with the job(s) will be determined as follows:

a) The employee(s) currently in the job(s) will be offered the opportunity to move to the new shift in order of seniority.

b) If there are insufficient volunteers by following a) above, the Company will assign the employee(s) currently in the job(s) to the new shift in reverse order of seniority.

c) An employee who has been assigned to a new shift as per b) above may exercise bumping rights as per clause 15.01 if the change in start time is two (2) hours or more.

Article 16. HOURS OF WORK

16.01 Definition

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

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

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

16.02 Lunch Period

Full-time employees will be allowed an unpaid lunch period of thirty (30) minutes depending on operational and service requirements, at a time authorized by the immediate supervisor.

16.03 **Break Periods**

Full-time employees, and part-time employees who are scheduled for seven and a half (7 1/2) hours in a day, are entitled to one (1) fifteen minute paid break for each complete half shift worked.

Part-time employees who are scheduled for more than four (4) hours per day are entitled to one (1) fifteen minute paid break.

The Company will schedule breaks according to operational needs.

Article 17. OVERTIME

17.01 **General**

Subject to operational and service requirements, the Company shall make every reasonable effort to avoid excessive overtime. It is understood that the Company will have extra work performed at straight time rates whenever possible.

17.02 **Overtime**

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

17.03 **Allocating Overtime**

a) Overtime shall be allocated on the following basis:

- 1) The overtime shall first be offered to the employees who normally and regularly do the work in question and who are immediately available at work on a seniority basis.*

2) Where the overtime requirements are not met by following 1) above, the overtime will be offered by seniority to employees who possess the skills and qualifications required to perform the work, are immediately available at work and who have put their names on the overtime availability list.

3) Where the overtime requirements are not met by following 1) and 2) above, the Company has the right to assign the overtime to the employees who normally and regularly do the work in question and who are immediately available at work, on a mandatory basis in reverse order of seniority.

b) Where an employee is overlooked in the offering of overtime, the Company will offer an overtime assignment to the employee who was overlooked. This assignment will be a training or development opportunity for the individual involved and will occur at a time mutually agreed to by the Company and the employee.

17.04 Sunday Work

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

17.05 Call Back

A minimum of four (4) hours pay at overtime rates will be paid to full-time employees, and a minimum of four (4) hours pay at regular rates

will be paid to part-time employees in the case of a call-back. A call-back occurs when an employee is called into work, without prior notice, after having completed her 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.

Such a minimum shall not apply to hours worked immediately preceding the beginning of the scheduled shift of the employee, nor to hours worked immediately following the end of her scheduled shift of hours.

17.06 *Weekend Overtime*

Except in the case of a fortuitous event, an employee who presents herself at work at the request of the Company for scheduled weekend overtime and for whom no work is available, shall be given other bargaining unit work to perform for the duration of the scheduled overtime or shall be paid for the scheduled 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. New Brunswick Day;
10. Remembrance Day.

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 for 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 her 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 her regularly scheduled hours for the shift which is designated as her 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 her 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 her vacation period in the above-described circumstances, her intention to this effect must accompany her 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 she would normally be scheduled to work were it not for the said general holiday, provided that:

a) She 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) She 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) Her failure to work one or the other of the said days has been the object of prior authorization from her immediate supervisor;

ii) Her 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 her return to work, a medical

certificate indicating a visit to the doctor on the day of the absence;

- iii) Her 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 both the day before and after a general holiday 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.

18.08 **Payment for Work on a Designated Holiday**

Any employee who works on a shift which has been designated as a general holiday for that employee, as per the provisions of Article 18, shall be paid at time and a half (1 1/2) her regular hourly wage rate for the hours she actually works on the general holiday in addition to receiving her regular hourly wage rate for her regularly scheduled hours of work upon the said day.

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, i.e. illness, etc., then a written request may be made by the employee to carry over the vacation. Where the Company grants approval the approval must be in writing with a copy to the employee's file. Employees who carry over vacation to the following year cannot use that privilege again the following year.*

c) *Vacation time cannot be waived; employees must take their vacation entitlement in each 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 (5th) day of vacation which would normally be used to take a week's vacation will be granted at some other time convenient to both the Company and the employee. Part-time employees will be granted the vacation day saved as a result of this at some other time convenient to both the Company and the employee.*

e) i) *Vacation schedules should be completed by work section taking into account, the*

preference of the employee, the seniority 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.

19.03 Duration and Calculation of Vacation Time

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 weeks vacation to be taken

- in that payroll calendar 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 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 continuous service are entitled to take two (2) weeks vacation which may be taken at any time in 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, i.e. 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%.*

b) For each week of Vacation taken, an employee will receive as vacation pay an amount equivalent to her 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 she 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 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 this 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 months or laid off for less than a total of one month (as per e) above) there will be no pro-rating of vacation pay or entitlement.

g) An employee shall receive her vacation pay on her regular pay day.

By exception to the above paragraph an employee who is travelling on vacation may request, in writing, to receive the appropriate vacation monies the week prior to departure. The request must be submitted at least four (4) weeks prior to the departure date.

With the exception of the year end payment noted in c) and d) above, vacation pay should not be paid to an employee unless the employee is taking vacation.

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

The employees' outstanding vacation pay accrued under their previous plan will be added to their pay entitlement under this plan and any excess will be paid out in 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 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 she 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 her last week of vacation entitlement for the year has vacation pay in excess of a normal week's wages, she will be entitled to request that all outstanding vacation pay be paid out.

c) An employee shall receive her vacation pay prior to her departure on vacation.

Vacation pay should not be paid to an employee unless the employee is taking vacation.

19.06 **Termination**

When an employee ceases to be employed by the Company, any vacation monies which are owed to the employee for the current year will be paid

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

Article 20. SPECIAL LEAVES

20.01 Bereavement Leave

a) In the event of the death of her spouse or of one of her 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 her 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 her regular hourly rate for her regular scheduled hours of work in her position;

d) The expression "immediate family" means, in relation to the employee, her 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 her right to be paid for the bereavement leave;
- f) An employee may request to extend the time allowed for bereavement leave.

20.02 Jury Duty and Witness

- a) Where an employee has received a subpoena as a witness in a case to which she is not a party or has been called upon to act as a juror during her scheduled working days, she shall receive the difference between the indemnity which is paid to her as witness or as a juror and the salary she would normally have earned if she would have worked her 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 herself at work as soon as possible thereafter. Such employee may be required to establish that the duration of her absence was caused by the time necessary for waiting, being chosen or being set aside.

20.03 Child Care Leave

- a) Maternity Leave
 - i) Entitlement

An employee who has completed six (6) consecutive months of employment and who has provided the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, is entitled to a leave of absence without pay up to seventeen (17) weeks. Such leave may not begin earlier than

eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

ii) Advance Notice

An employee who intends to take maternity leave must notify the Company, in writing, of the length of leave intended to be taken and the anticipated commencement date of the leave at least four (4) weeks prior to the commencement date unless there is a valid reason why such notice cannot be given.

iii) Notice of Change

If an employee wishes to change the length of maternity leave, she must provide at least four (4) weeks notice in writing to the Company of the change in length of leave unless there is a valid reason why that notice cannot be given.

b) Parental Leave

i) Eligibility or Parental Leave

An employee who has completed six (6) months of continuous employment is entitled to a leave of absence without pay of up to twenty-four (24) weeks where the employee has or will have the actual care and custody of the newborn child.

- ii) Commencement of leave
This leave without pay shall commence and end within the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- iii) Notice by Employee
An employee who requires a parental leave of absence shall provide the Company with at least four (4) weeks notice in writing unless there is a valid reason why such notice cannot be given and inform the Company of the length of leave that the employee intends to take.
If an employee wishes to change the length of parental leave, she must provide at least four (4) weeks notice in writing to the Company of the change in length of leave unless there is a valid reason why that notice cannot be given.
- iv) Company may Request Birth Certificate
The Company may require the employee to submit a copy of the child's birth certificate.
- v) Combined Leave by an Employee Couple
Parental leave without pay taken by two (2) employees (married or common law spouses) shall not, in respect of the birth of the

same child, exceed a total of twenty-four (24) weeks.

20.04 Compassionate Leave

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

20.05 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.

20.06 Examination leave

At the discretion of the Company, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave shall only be granted where in the opinion of the Company the course of study is directly related to the employee's duties or will improve her qualifications.

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 fifty dollars (\$50.00) 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 her 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.

Article 22. HEALTH AND SAFETY

22.01 **Cooperation**

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

22.02 **Respect of the Law**

The Company, the Union and the employees collectively undertake to respect the health and

safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of all employees.

22.03 Health and Safety Committee

The Company and the Union agree to the formation of a Health and Safety Committee to be formed as follows:

Two (2) members designated by the Union

Two (2) members designated by the Company.

With mutual agreement, the parties may agree to add more members to the Committee.

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.

22.05 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 site.

22.06 Training

The Company agrees to meet any safety training requirements specified under Part II of the Canada Labour Code or any other legislation which may apply.

22.07 Possible Ill Effects - Pregnant Employees

When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified

medical practitioner of her choice, the Company shall, where reasonably practicable, modify the employee's job function or reassign her after consultation with the employee and in a manner consistent with the Collective Agreement. The medical certificate must indicate the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

Article 23. BENEFIT PROGRAM

23.01 Benefits Program

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

23.02 Modifications

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

23.03 Pension Plan

The Company agrees to continue the pension plan in effect at the date of signing of this Collective 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 her probationary period will be granted a credit equivalent to five twelfths (5/12) of one (1) personal day, paid at her 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 her 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 herself 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 her immediate supervisor, in writing, at least one (1) week in advance.

Authorization to take the said day on the date requested by the employee may be refused taking into account the operational requirements of the Company and the number of requests made for the same day. It is understood that personal days are not intended to be scheduled to prolong the vacation period.

24.03 Payment

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


24.04 Personal Day Table

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

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

24.05 Termination- Payment

The employee who leaves the Company or whose employment is terminated by the Company, shall reimburse to the Company on her 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 her departure.

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

Article 25. PRINTED CONTRACTS

25.01 Collective Agreement In Printed Form

The Company shall have the text of the Collective Agreement printed. 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 Collective 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 termin-

ate on July 1, 1997 and, barring express provisions to the contrary, does not have retro-active effect.

Either of the parties to the present Collective Agreement may give notice in writing of its intention to re-negotiate the present Collective Agreement within a delay of not less than ninety (90) and not more than a hundred and twenty (120) days prior to its expiry date.

IN WITNESS WHEREOF, the parties have
signed, through their duly authorized representatives, in
Moncton, this 10th day of January, 1996.

TEAMSTERS LOCAL UNION 927

PUROLATOR COURIER LTD.

<u>Anita Bell</u>	<u>[Signature]</u>
<u>Jim [unclear]</u>	<u>M. [unclear]</u>
<u>Peter [unclear]</u>	<u>Bob Miller</u>
<u>[Signature]</u>	<u>D. B. [unclear]</u>
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____

APPENDIX "A"

WAGES

- a) For employees hired prior to the signing of the Collective Agreement:
- i) Effective on the date of ratification, a 3% wage increase to each employee.
 - ii) Within thirty (30) days of ratification each employee will receive a \$600 lump sum payment.
 - iii) Effective July 1, 1996, employees will be placed on the wage scale in b) below in accordance with their seniority.
- b) Employees hired after the signing of the Collective Agreement will progress on *the* wage level per the table below.

	Years of Service					
Level	0	1	2	3	4	5
1	9.06	9.52	9.97	10.43	10.88	11.34
2	8.25	8.70	9.15	9.60	10.05	10.50
3	8.10	8.38	8.66	8.94	9.22	9.50

level 1 position includes: Customer Liaison
Level 2 position includes: Maintenance
level 3 positions include: Data Entry, Data Preparation

APPENDIX "B"

CASUAL/TEMPORARY EMPLOYEES

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

Casual/temporary 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/temporary employees to perform additional work resulting from such surplus **or** fluctuations when it deems it necessary in order to achieve at all times the standards of service required **or** to otherwise **fulfil** its contractual obligation.*

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

APPENDIX "C" - Letters of Understanding

Letter of Understanding

between

Purolator Courier Ltd.

and

Teamsters Local 927

The Company agrees that employees with the permission of their immediate manager may be granted time off in lieu of overtime pay. Time off in lieu of overtime pay will be taken on the basis of one and one half (1 ½) hours of time off for each overtime hour worked. No employee may accumulate more than one week's worth of their regularly scheduled hours as lieu time. Such lieu time is to be taken no later than February 28th of the calendar year following the year in which it is accumulated. The time off will be taken at a time mutually agreeable to the manager and employee.

With the permission of her manager, an employee who provides at least one week's advance written notice of an appointment of a personal nature (doctor, dentist, etc.) of two hours or less, may utilize banked overtime to cover the time lost as a result of such an appointment.

Harry Cohen
For the Union

[Signature]
For the Company

[Signature]

Letter of Understanding

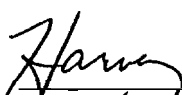
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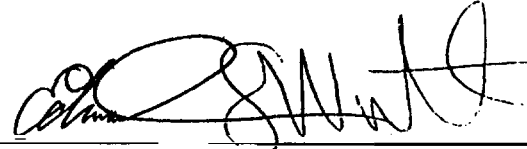
Purolator Courier Ltd.

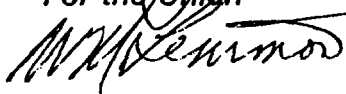
and

Teamsters local 927

The parties agree to meet within three (3) months following the signing of the Collective Agreement to discuss day care options for employees.


For the Union


For the Company



Letter of Understanding

between


Purolator Courier Ltd.

and

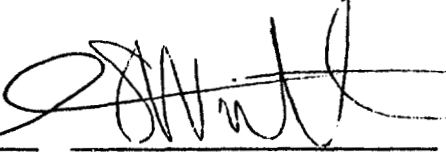
Teamsters Local 927

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

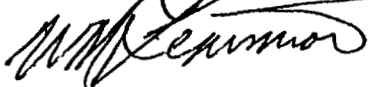
The Company will put a notice on the bulletin board if it intends to select a new Team Leader. Employees will notify the Human Resources Dept., in writing, of their interest in such a position. Employees who are unsuccessful in obtaining the position may request a meeting to discuss the reasons they were unsuccessful.



For the Union



For the Company



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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

James Colton
For the Union

[Signature]
For the Company

W. M. Leamon

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Any employee must submit to a medical examination when required by the Company, and does so at the Company's expense and with the doctor it designates. However, the Company must advise the employee two (2) days prior to such examination, except in the case of a work accident.

In the case of a work accident, the Company may require an employee to submit to a medical examination, subject to the provisions of the Worker's Compensation Act and the Regulations on medical examinations provided for under the said Act.

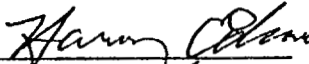
When a medical examination is required by the Company, the following conditions shall apply:

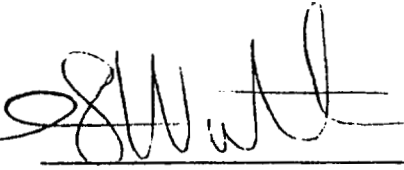
- a) If the medical examination occurs during the normal hours of work of the employee, she shall not suffer any loss of regular salary; if the examination continues after the end of her normal scheduled hours, the additional time required (until the departure from the clinic) is paid at her regular hourly rate;*
- b) If the medical examination occurs outside her normal hours of work, the employee shall be paid for the time required at her regular hourly rate, beginning*

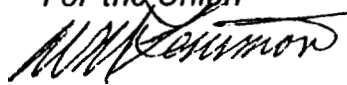
from the time of her arrival for her appointment up until her departure from the clinic, and this in addition to payment of costs for the most economical method of public transportation to and from the examination.

This provision will not apply in cases where the employee is in receipt of WI, LTD or WCB benefits;

- c) **No** employee shall be required to submit to a medical examination during her weekly days of rest or during general holidays, unless the employee consents thereto.


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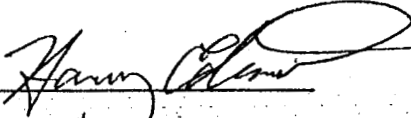
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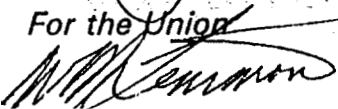
Purolator Courier Ltd

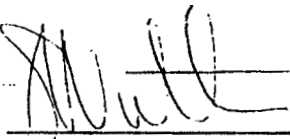
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The parties agree to meet within 3 months following the signing of the Collective Agreement to review and discuss any concerns regarding the repetitive use of keyboards.



For the Union




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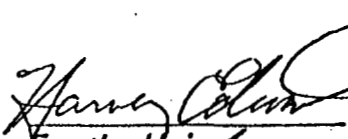
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The parties agree to meet to discuss methods of assisting employees to attain productivity targets. At the same time the parties will review and discuss existing productivity targets.



For the Union



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The parties agree that an employee who has transferred into the Administration Centre from another Purolator location, prior to the date of ratification of this Collective Agreement will use their service date with the Company for the purposes of a bargaining unit seniority date. Seniority shall continue to accumulate from the day of such transfer.

Any employee transferring into the Administration Centre subsequent to the ratification of this Collective Agreement will accrue seniority as set out in the Collective Agreement.

Signed at Moncton, this 12th day of January, 1996.

For the Union

For the Company

Harry Colman 