

# Collective Agreement

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Between

***Purolator***

And

**Teamsters Local 979**

**Manitoba Clerical**

**Expiry Date: December 31, 2008**

10529(04)

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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 Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees of Purolator Courier Ltd. covered by the bargaining certificate issued by the Canada Labour Relations Board in files 520-2274.

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

6.02 Union Membership

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

6.03 Union Dues

The Company agrees for the duration of this agreement, to deduct the monthly dues from the first pay cheque each month of any employee under the scope of this agreement, **and** to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted, not later than the fifteenth (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 or assessments and the Company will immediately commence deductions, from the employee, in amounts prescribed by the Local Union

along with the monthly dues provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions.

6.05 Authorization Forms

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, 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.

6.06 Remittance of Dues

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

6.07 Probationary Employees

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

6.08 Tax Forms

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



## Article 7. UNION REPRESENTATION

### 7.01 Bulletin Board

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

### 7.02 Negotiation Committee

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

### 7.03 Shop Stewards

The Union may appoint one (1) Steward to represent all Retail locations, two (2) Stewards to represent all other Winnipeg clerical bargaining unit employees and one (1) Steward to represent all Brandon clerical bargaining unit employees for a total not to exceed four **(4)**.

It is understood that the Union can elect alternate Shop Stewards. These alternates may be appointed to replace

Shop Stewards who are absent due to full-time paid work for the Union, sickness, work or non-work related accidents, or any other absence provided for in the agreement. In such a case, the Union must advise the designated person in the Human Resources Department, in writing, at least three (3) working days prior to the replacement.

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

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

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

7.04 The Union Business Agent

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

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

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

7.05 Labour Relations Meetings

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

7.06 Union Leave of Absence

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

**Article 8. GRIEVANCE PROCEDURE**

8.01 Definition of Grievance

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

8.02 Verbal Step

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

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

8.03 Written Step

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

In the event where a grievance is submitted to the written step in conformity with the present clause, and where the verbal step was not completed, the employee must ensure that he complies with the verbal step in the two (2) working days following notification by the Company. During these two (2) working days, the time limits set out in the written step will be suspended.

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

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

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

8.04 Suspension or Dismissal

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

8.05 Union Grievance

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

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

8.06 Company Grievance

Any grievance submitted by the Company will be filed at the written step of the grievance procedure by submitting it in writing to the Union business agent, or in his absence, the principal officer of the said Union, within the ten (10) working days following knowledge of the fact giving rise to the grievance. Within the ten (10) working days following receipt of the grievance by the Union, the Union shall meet with the Company to discuss and attempt to settle the grievance. The Union

must give its response to the grievance in writing within the ten (10) working days following the said meeting or the expiry of the time limit set to hold the said meeting. In the case of an unsatisfactory answer or in the absence of an answer, the Company will inform the Union in writing, of its intention to submit the grievance to arbitration within the twenty-five (25) working days following the meeting with the Union.

8.07 Written Statement of the Grievance

a) Written Statement

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

b) Rejection of a Grievance

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

8.08 Mutual Agreement in Writing

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

8.09 Extensions and Time Limits

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

8.10 Payment of Grievance Settlement

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

8.11 Working Day

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

8.12 Grievance Procedure

For the purpose of investigating a specific grievance, Business Representatives and Stewards shall, upon request, have relevant time cards made available to them within a five (5) working day **period**.

This provision shall not be used to gather information to solicit grievances.

**Article 9. ARBITRATION**

9.01 Notice of Arbitration

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

Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 8 of the present agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the

steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

9.02 Appointment of an Arbitrator

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

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

9.03 Final and Binding Decision

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

9.04 Fees and Expenses

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

9.05 Burden of Proof

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

9.06 Disciplinary Measures

An arbitrator may, in the case of discharge or of disciplinary measures imposed on employees having acquired seniority rights, confirm, modify or annul the



decision of the Company, or, as the case may be, substitute any other sanction which appears to him to be just and reasonable under the circumstances.

#### **Article 10. DISCIPLINARY MEASURES**

##### 10.01 Discipline

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

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

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

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

ii) grieve the suspension and remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the time dispensed however the employee choosing ii) will serve the suspension (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The Union agrees it will not delay the processing of such cases. If the Union delays the processing of the case, the Company shall have the right to impose the suspension.

The above does not apply in cases of discharge.

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 agreement. Nonetheless, this time period can be extended to ten (10) working days of the employee's regular schedule, following notice by the Company to the Local Union and steward to the effect that additional time is required to complete its inquiry. In the case of a criminal investigation, this time period will not commence until all the facts of the investigation have been determined.

10.03 Contents and Delivery of the Confirmation of Discipline

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

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

10.04 Presence of a Union Steward

Any employee covered by this agreement when called into the Company's office for the disposition of a disciplinary measure may, upon request, be accompanied by a steward. Should a steward be unavailable, the employee may request the presence of a fellow Union member.

The above paragraph will not apply in cases where there

is no Union steward or other Union member available at the worksite.

10.05 Prescription

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

10.06 Consultation of the Employee's File

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

**Article 11. SENIORITY**

11.01 Definition of Seniority

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

11.02 Loss of Employment and Seniority

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

- a) If he resigns;
- b) If he is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If he has been laid-off for a consecutive period of twelve (12) months, unless the employee has five (5) or more years of seniority at the time of layoff in which case recall rights will continue for eighteen (18) consecutive

months;

d) If he is absent from work for three (3) or more consecutive working days without the authorization of his immediate supervisor;

e) If he does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if he does not return to work within the delays therein provided, without valid reason, the notice shall be sent to the employee by registered letter or union courier service forwarded to his last known address and a copy of the said notice shall be sent simultaneously to the Union. It will be the employee's sole responsibility to immediately advise the Company of any temporary or permanent change of address. The Company's obligation to advise the employee of a recall to work will be entirely fulfilled upon sending a registered or couriered letter to his last known address;

f) He takes leave other than declared and agreed upon for a leave of absence.

11.03 Promotion to a Position Outside the Bargaining Unit

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

11.04 Seniority Lists

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

It is agreed that all Retail Centres in the City of Winnipeg will be considered to be one (1) location.

11.05 Identical Seniority Dates

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

**Article 12. PROBATIONARY PERIOD**

12.01 Duration

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

The probationary period for all other employees will be four **(4)** months.

12.02 Coverage Under the Collective Agreement During the Probationary Period

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

12.03 End of Probation - Seniority List

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

**Article 13. JOB POSTINGS**

13.01 Vacancies

a) All job vacancies within the bargaining unit other than temporary vacancies shall be posted for a period of three (3) working days. The posting shall include the

following:

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

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

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

i) For vacancies in a Retail Centre, the senior part-time Retail Centre employee who is available and has previously indicated his desire to perform a greater number of weekly hours will be given the opportunity to fill the temporary vacancy.

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

c) In the case of a maternity leave, the position will be posted as a temporary vacancy. Such vacancy to be posted and awarded to the senior qualified employee.

No employee shall be awarded more than one (1) maternity leave posting in any one (1) calendar year.

Subsequent vacancies will be filled according to 13.01(b).

13.02 Submission of Candidacy

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

When an employee is on vacation, a steward may submit an application to a posted vacancy on the employee's behalf, provided the employee has requested the steward to act on his behalf. It is the employee's responsibility to advise the steward of the specifics of the desired position. Employees on layoff status or absent due to illness or injury may apply to a posted position. An employee absent due to illness or injury must provide medical documentation indicating that he will be medically fit to perform the regular duties of the position within the five (5) working days following the end of the posting period.

If the employee does not return by the fifth (5<sup>th</sup>) working day, the vacancy will be filled from amongst the applicants of the original posting who are able to immediately fill the vacancy.

13.03 Processing Applications

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

13.04 Qualifications and Seniority

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

13.05 Posting Results

- a) Within five (5) working days following the end of the posting period, the Company will post the name of the successful candidate. The successful candidate normally will be placed into the position within the ten (10) working days following the posting of his name.
- b) If an employee obtains a posting in the same classification and the new position has a greater number of hours than his current position, then, effective the eleventh (11) working day following the expiry of the posting period if the employee has not yet been placed in his new position, he will be entitled to be remunerated according to the scheduled hours of his new position.
- c) If an employee obtains a posting in a classification other than his current classification and the new position has a higher wage rate and/or a greater number of hours than his current position, then, effective the twenty-first (21) working day following the expiry of the posting period if the employee has not yet been placed in his new position, he will be entitled to be remunerated according to the wage rate and/or scheduled hours of his new position
- d) Unsuccessful candidates will, upon request, be advised in writing of the reasons why they were unsuccessful.

13.06 Increase in Hours

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

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



## **Article 14. PROMOTIONS**

### 14.01 Trial Period

In all posted vacancies, the successful candidate will be placed on a trial period of ten (10) days worked in the new position. During that time either the Company or the employee may terminate the trial period in which case the employee will be returned to the employee's previous position without loss of seniority or former wage rate. The Company can only exercise its rights after the 5<sup>th</sup> day of the trial period. In the event the employee reverts back to their former position, the Company will initially review the other applications received for the posting as per Article 13.

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

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

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

### 15.01 Notice – Modification

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

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

### 15.02 Reduction in Hours

It is agreed that a reduction in hours leading to a change in status from full-time to part-time, or a reduction of more than five (5) hours per week, will be considered a

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

15.03 Bumping

An employee, after being notified of a layoff, or whose start time is modified by one (1) hour or more, may exercise his bumping rights within his bargaining unit and location, provided he possesses the skills and qualifications required according to the following procedures:

- a) The first employee so affected will bump a junior employee within either retail or operations;
- b) The second employee so affected may bump a junior employee within either retail or operations;
- c) The third employee so affected may bump a junior employee within either retail or operations;
- d) The fourth employee so affected may bump a junior employee within either retail or operations;**
- e) The person so affected may bump the most junior employee in any block of hours equal to or lessor than their own, whether it be in retail or operations;**
- f) The person so affected may bump the most junior part-time employee whether it be in retail or operations.**

15.04 Lay-off Notice

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

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

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

15.05 Recall List

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

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

15.06 Recall to Work

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

It will be the employee's sole responsibility to immediately advise the Company of any temporary or permanent change in his address and telephone number.

An employee on layoff who has worked five (5) full or part days or more obtained in accordance with Clause 15.05 in a consecutive four (4) week period, will be considered to have been recalled solely for the purposes of Clause 11.02(c) of the Collective Agreement, and the period referred to in 11.02(c) of the Collective Agreement shall be considered to re-start as of the last day worked.

15.07 Reporting to Work

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

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

**Article 16. HOURS OF WORK**

16.01 Definition

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

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

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

Part-time and full-time employees are considered to be regular employees.

16.02 Lunch Period

Full-time employees will be allowed an unpaid lunch period of **up** to sixty (60) minutes depending on operational and service requirements, at a time authorized by the immediate supervisor.

16.03 Hours Bands

All schedules shall be based on hours bands, except for Clerical Floats and Retail positions. Clerical Floats and Retail positions will be scheduled solely on a weekly basis and will have no regularly scheduled daily hours.

- a) An hour band is defined as a base number of hours per day plus up to one additional hour of work per

day. There will be five (5) bands defined as follows: a three (3) hour band; a four (**4**) hour band; a five (5) hour band; a six (**6**) hour band and a seven (7) hour band.

Employees who are in an hour band may be required by the Company to regularly work any daily hours which fall in that specific band ie: an employee in the six (6) hour band may be required to work between six (6) and seven (7) hours per diem.

b) An employee who, on a daily basis or weekly basis over a period of a full quarter, works greater than one (**1**) hour beyond the band in which he is scheduled or five (**5**) hours beyond the weekly retail schedule, shall be scheduled in the appropriate higher band or schedule. The quarterly review shall take place on the **15<sup>th</sup>** of January, April, July and October.

Work performed as a result of the provisions of Article 13 shall not be included in calculating the above hours.

Within fifteen (**15**) working days following the above-noted review, the positions which have been increased in hours will be posted.

The Company agrees that it will give serious and reasonable consideration to increasing the hour band or schedule where it is shown that an employee has exceeded 90% of the criteria as outlined above.

The Company shall make available a record of the hours worked by each employee for the quarter and will be reviewed by the local union steward and manager, detailing hours worked by the employee and will meet to review the hours in order to ascertain, if increased hour bands or schedules is warranted.

It is understood that in the January review, anticipated reductions in volume shall be taken into account.

16.04 Hours of Work

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

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

**Article 17. OVERTIME**

17.01 Definition

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

17.02 Overtime

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

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

17.03 Call Back

A minimum of four (4) hours pay at overtime rates will be paid to full-time employees, and a minimum of four (4) hours pay at regular rates will be paid to part-time employees in the case of a call-back. A call-back 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.

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 his scheduled shift of hours.

17.04 Extended Schedules

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

17.05 Extra Work

a) In order to keep overtime to a minimum, all extra work will be offered in such a way as to ensure that the number of hours worked at an overtime rate will be minimized i.e. work will be performed at straight time rates wherever possible.

b) Keeping in mind clause a) above, where extra work is required it will be offered as follows:

i) Firstly by seniority amongst the employees in the same job position, present at work on the same shift where the need occurs, and for operations employees, who have signed the availability list.

ii) Secondly by seniority amongst the

employees who possess the required skills and qualifications and who are present at work on the same shift where the need occurs, and for operations employees, who have signed the availability list.

iii) Where the extra work requirements are not met by following i) and ii) above, the Company has the right to assign the extra work on a mandatory basis in reverse order of seniority.

## **Article 18. GENERAL HOLIDAYS**

### 18.01 General Holidays

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

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



18.02 Special Provisions

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

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

18.03 Payment of a Holiday

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

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

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

18.04 General Holidays During Vacation

Where one or more general holidays fall during the vacation period of an employee, such employee may prolong his vacation period by one (1) day for each such general holiday or be granted a paid holiday at another time agreed upon with the Company.

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

18.05 Overtime Following a General Holiday

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

18.06 Conditions to the Payment of the General Holiday

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

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

and

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

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

ii) His failure to work one or the other of the said days results from an absence by reason of illness or accident and that the employee remits at the Company's request and upon his return to work, a medical certificate indicating a visit to the doctor on the day of the absence;

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

18.07 Exceptions

a) An employee shall not be paid for a general holiday which occurs during a leave without pay or a suspension unless the suspension is withdrawn through the grievance or arbitration procedure.

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

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.

a) Vacation is accumulated on a payroll calendar year basis. The payroll calendar year is defined to start on the first payroll week of the year and conclude on the last payroll week of the year. The Company will advise all employees of the payroll year start and end dates. Effective 1998 the period during which an employee may take his annual vacation is from March 1 to February 28.

As a transition measure, any unused 1997 vacation may

be taken in January or February of 1998.

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) Vacations schedules should be completed taking into account, the preference of the employee, the service of the employee, and the operational needs of the Department. The vacation schedule should not adversely affect the operations or customer service.

ii) Vacation schedules shall go up for selection no later than January 15, requests shall be submitted no later than February 15 and shall be finalized no later than March 1.

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 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 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.
- g) Employees having completed thirty (30) years or more of continuous service are entitled to six (6) 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%.

**v) Effective on the anniversary date of thirty (30) years service at the rate of 12%.**

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

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

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

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

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

e) Employees absent for a total of more than three (3) months in the payroll calendar year (maternity, parental, short/long term disability, WCB, leave of absence, etc. or any combination thereof) or laid off for a total of more than one 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 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 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 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.

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%.

**v) Effective on the anniversary date of thirty (30) years service at the rate of 12%.**

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

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

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

19.06 Termination

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

employee is owed at termination. If the overpayment exceeds the monies owed, the employee will be asked to reimburse the Company for any additional overpayment (personal cheque).

## **Article 20. SPECIAL LEAVES**

### 20.01 Bereavement Leave

a) In the event of the death of his spouse or common-law spouse or of one of his children or stepchildren, 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 or the adoption of his child.

20.03 Jury Duty and Witness

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

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

20.04 Child Care Leave

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

20.05 Compassionate Leave

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

20.06 Leaves of Absence

a) **When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union may, if approved by the**

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

#### Article 21. PAYMENT OF WAGES

##### 21.01 Pay Day

The payment of wages shall be weekly and shall normally be Thursday. If the pay day is to be permanently changed the Company agrees to notify the Union two (2) weeks in advance of such change.

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

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

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

21.03 Error on the Pay Cheque (Overpayment)

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

21.04 Temporary Assignment

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

b) By exception to clause a), an employee who is temporarily assigned to a job with a higher salary range than his own for one half (1/2) shift per day, will be entitled to receive the next highest pay rate of the higher range job for the period of time he performs the higher rated job.



## **Article 22. HEALTH AND SAFETY**

### 22.01 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.

### 22.05 Safety Footwear

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

## **Article 23. BENEFITS PROGRAM**

### 23.01 Benefits Program

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

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

b) Part-time employees who are regularly scheduled for twenty (20) hours or less per week but who average more in a specified quarter, will be eligible for benefits for the subsequent specified quarter providing they meet the remaining eligibility requirements as outlined in 23.01 (a). The specific benefits to which such employees are eligible are Dental and Health Care benefits. Benefits such as Weekly Indemnity, Long Term Disability, Life Insurance, and AD&D do not apply to such employees. By the fifteenth (15<sup>th</sup>) day of January, April, July, and October of each year (i.e. quarterly) the Company will review the actual hours worked for each employee in the previous quarter, to determine benefit eligibility for the new quarter.

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

23.02 Modifications

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

23.03 Pension

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

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

- The Company will eliminate the group life insurance offset;
- The Company will eliminate the two **(2)** year waiting period for full-time employees under the age of twenty-five **(25)**. All full-time employees will have the one **(1)** year waiting period upon date of hire regardless of age;
- Effective January 1<sup>st</sup>, 2006 the pension benefit will be 1.1% of employee earnings, for earnings below the YMPE;
- Effective January 1<sup>st</sup>, 2008 the pension benefit will be 1.2% of employee earnings, for earnings below the YMPE;

23.04 Brochures

Explanatory brochures of the benefits program shall continue to be made available to the employees. The Company will continue to comply with government regulations as they pertain to annual pension statements and plan test.



## **Article 24. PERSONAL DAYS**

### 24.01 Calculation

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

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

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

### 24.02 Utilization

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

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

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

24.03 Payment

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

24.04 Personal Day Table

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

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

24.05 Termination - Payment

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

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

24.06 Personal Days – Part-Time

In order to be eligible for personal days the part-time employee must have been employed by the Company for the entire previous calendar year i.e. from January 1 to December 31.

At the start of the new calendar year the Company will calculate the average weekly hours worked during the previous calendar year. Vacation time and statutory holidays will be included as hours worked for the purpose of this calculation.

Based on the average weekly hours worked during the previous calendar year, the part-time employee will receive the number of personal days outlined below:

Average No. Of Weekly Hours Worked in Previous Year	Personal Day Entitlement
37.5	5
35.0	4
32.5	3
20.0	2
<20.0	0

## **Article 25. INTERPRETATION**

### 25.01 Collective Agreement In Printed Form

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

## **Article 26. PURCHASE - MERGER**

### 26.01 Purchase - Merger

The Company agrees to advise the Union in writing in the event it acquires by purchase the affairs or operations of another employer which are of such a nature as to be covered by the bargaining certificate granted to the Union, and where such operations were to be merged with the existing operations of the Company.

## **Article 27. DURATION AND RENEWAL**

### 27.01 Duration and Renewal

The present Collective Agreement shall come into force on its date of signing and shall terminate on **December 31, 2008** and, barring express provisions to the contrary, does not have retroactive effect.

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

27.02 Application

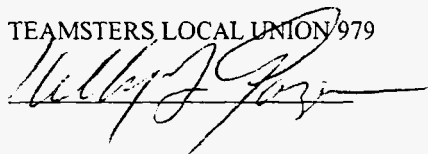
The present agreement, all terms and conditions therein provided, shall remain in force until the signing of a new Collective Agreement.

27.03 Annex or Appendix

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

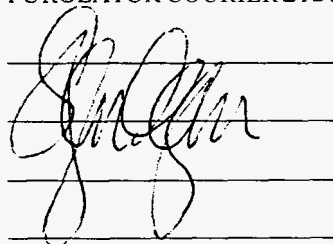
IN WITNESS WHEREOF, the parties have signed, through their duly authorized representatives, in Winnipeg, this 23<sup>rd</sup> day of January, ~~2001~~ 2006.

TEAMSTERS LOCAL UNION 979



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

PUROLATOR COURIER LTD.



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

## APPENDIX "A"

### WAGES

- a) Effective the first Monday in January 2005, current and new employees will be paid in accordance with the wage scale outlined below. IAF of \$0.05 per hour is included in pay rates below.

#### Local 979

	Effective First Monday in Jan. 2005	Effective First Monday in Jan. 2006	Effective First Monday in Jan. 2007	Effective First Monday in Jan. 2008
<u>Level 2</u>				
0-3 months	12.08	12.44	12.82	13.20
4-12 months	12.86	13.25	13.65	14.06
13-18 months	13.82	14.24	14.66	15.10
19-24 months	14.78	15.22	15.68	16.15
More than 24 months	15.77	16.24	16.73	17.23

	Effective First Monday in Jan. 2005	Effective First Monday in Jan. 2006	Effective First Monday in Jan. 2007	Effective First Monday in Jan. 2008
<u>Level 1</u>				
0-3 months	14.43	14.86	15.31	15.77
4-12 months	15.21	15.67	16.14	16.62
13-18 months	16.08	16.56	17.06	17.57
19-24 months	16.77	17.27	17.79	18.32
More than 24 months	17.20	17.72	18.25	18.80

**Level 1 Positions Include:**

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

**Level 2 Positions Include:**

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

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

## APPENDIX "B"

### CASUAL EMPLOYEES

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

The Company may use casual employees to perform work only in the following cases:

- a) To fill temporarily vacant positions within the particular framework of Clause 13.01 of the present Collective Agreement;
- b) In emergency situations or, in the cases of circumstances beyond the control of the Company;
- c) In cases of surplus of work or of a fluctuation in the volume of work as provided for in this Appendix.

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

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



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

**APPENDIX "C"**

**Letter of Understanding #1**

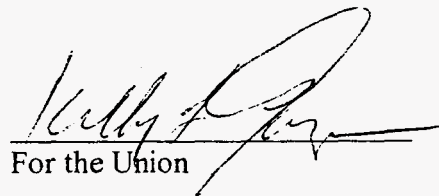
**between**

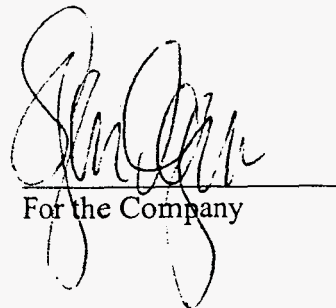
**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

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

  
For the Union

  
For the Company

**Letter of Understanding #2**

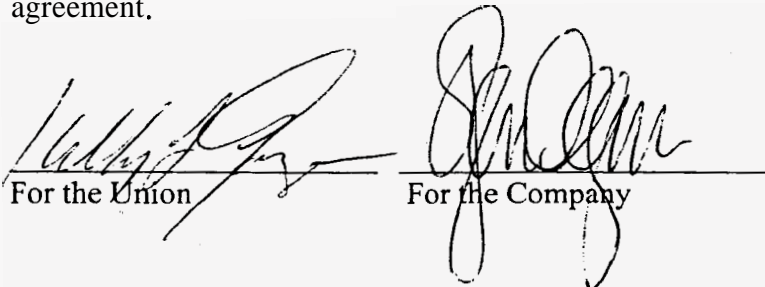
**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

The parties agree that where uniforms are currently provided, they will continue to be so for the duration of the collective agreement.



For the Union                      For the Company

**Letter of Understanding #3**

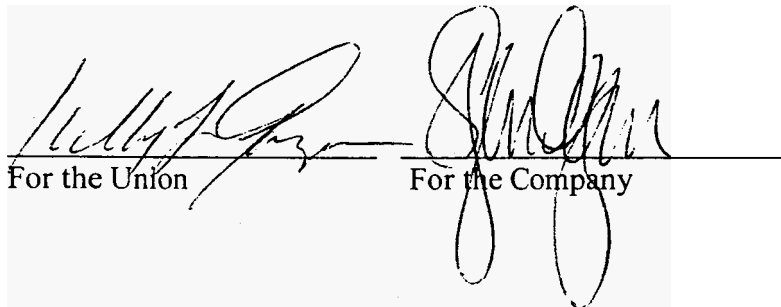
**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

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



For the Union                      For the Company

**Letter of Understanding #4**

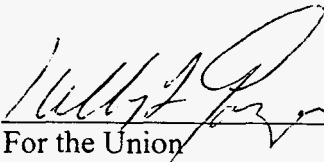
**between**

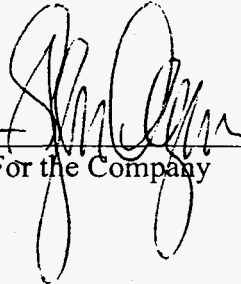
**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

Although it is understood that managers may perform some bargaining unit work from time to time, such activity shall not have as intent the reduction of the number of regular positions nor the prevention of the creation of regular positions.

  
For the Union

  
For the Company

**Letter of Understanding #5**

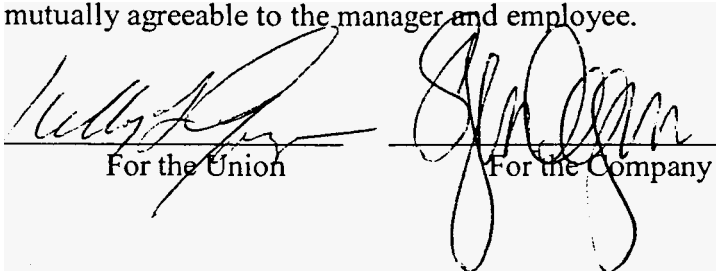
**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

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



For the Union                      For the Company

**Letter of Understanding #6**

**between**

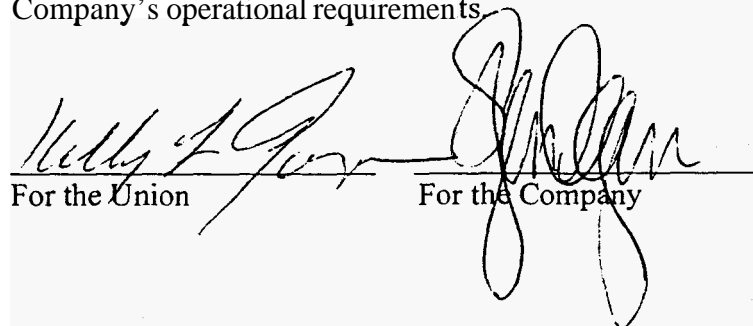
**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

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

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



Kelly A. Gray  
For the Union

[Signature]  
For the Company

Letter of Understanding #7

Between

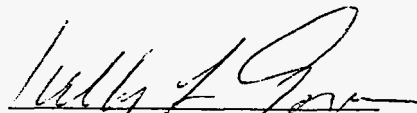
**Purolator Courier Ltd.**

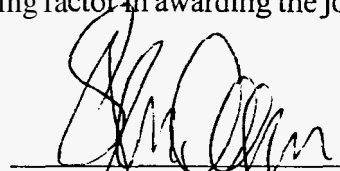
And

**Teamsters Local 979**

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

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

  
For the Union

  
For the Company



**Letter of Understanding #8**

**between**

**Purolator Courier Ltd.**

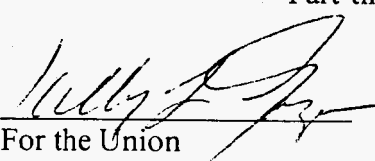
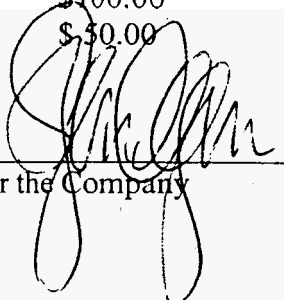
**and**

**Teamsters Local 979**

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

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

 For the Union	 For the Company
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**Letter of Understanding #9**

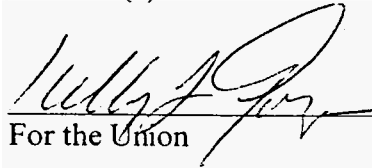
**between**

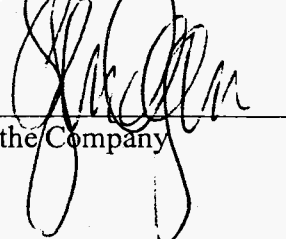
**Purolator Courier Ltd.**

**and**

**Teamsters Local Union 979**

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

  
For the Union

  
For the Company

**Letter of Understanding #10**

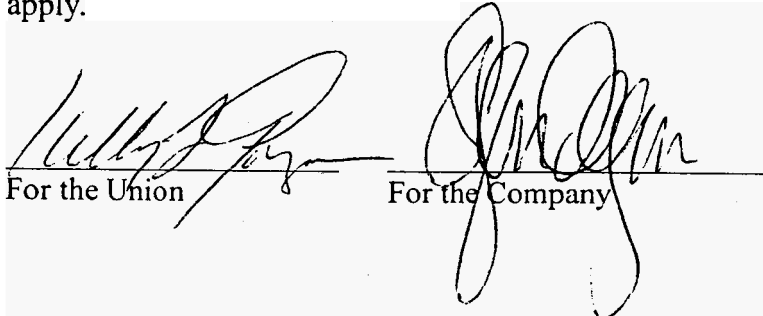
**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local Union 979**

The Company agrees to continue its current practice whereby employees required by the Company to use their personal vehicle for Company business shall be entitled to an allowance of \$0.34 per kilometer. If this allowance is increased during the term of the collective agreement the new per kilometer allowance will apply.



For the Union                      For the Company

**Letter of Understanding #11**

**between**

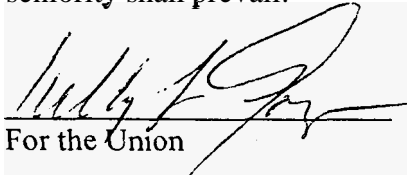
**Purolator Courier Ltd.**

**and**

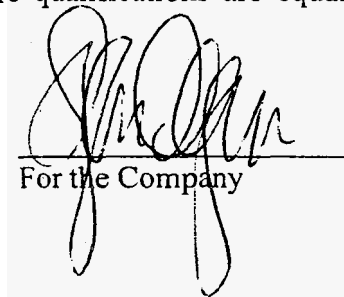
**Teamsters Local 979**

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

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



For the Union



For the Company

**Letter of Understanding #12**

**between**

**Purolator Courier Ltd.**

**and**

**Teamsters Local 979**

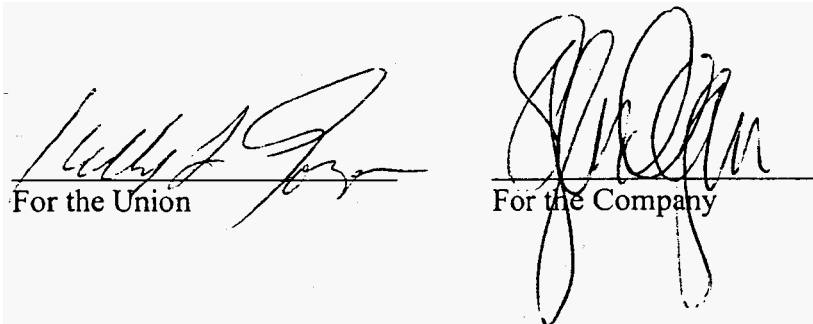
The parties mutually agree for the purposes of shift exchange the following conditions will apply:

- a) Employees who wish to exchange shifts must do so by submitting a request in writing, on a SHIFT EXCHANGE form, to their manager three (3) days prior to the commencement of the said shift and is subject to operational needs of the Company and the Company reserves the right to approve or disapprove the request. Such approval will not be unreasonably withheld subject to (b), (c), (d), and (e).
- b) The two (2) shifts shall be scheduled within the same work week, within the same classification, and an employee may not switch shifts more than once per **pay** period.
- c) The shift exchange cannot result in the payment of overtime.
- d) Once the approval has been granted the responsibility of the shift will be on the employee who is suppose to cover the shift.

Failure to show up for a shift once approval has been granted may result in loss of shift exchange privileges.

- e) The parties recognize that shift changes may result in a junior employee achieving more hours than a senior employee within the same classification. In recognition of this possibility, the Union agrees that should this situation occur, such occurrence will not be the subject matter of a grievance.

This letter of understanding is only applicable for the duration of this collective agreement.



For the Union

For the Company

**Letter of Understanding #13**

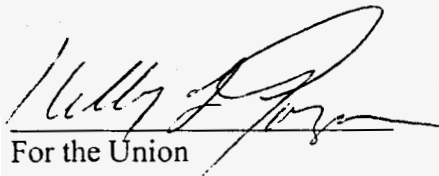
**between**

**Purolator Courier Ltd.**

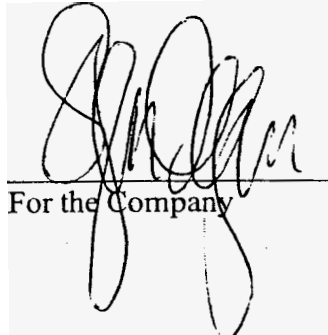
**and**

**Teamsters Local 979**

The parties agree that employees are expected to take their unpaid lunch period as scheduled. However, as an exception only and on occasion, employees may work through their lunch period due to operational needs or a request from an employee. In such instances either the duration of the employees shift will be reduced by the lunch break not taken or they will work their scheduled shift and claim overtime if applicable. Employees will only be permitted to work through their lunch period with prior permission from their manager. This letter of understanding is only applicable for the duration of this collective agreement.



For the Union



For the Company