

SOURCE	Camp		
EFF.	18	20	18
TERM.	1998	1999	2001
No. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	8		

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF POSTAL WORKERS

AND

CANADA MESSENGER (TRANSCON DRIVERS)

1998 - 2001



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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 Purpose

The purpose of this Collective Agreement between the Canadian Union of Postal Workers hereinafter referred to as “the Union” and Canada Messenger Transportation Systems Inc. hereinafter referred to as the “Company” is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievances and problems during the term of the Collective Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

2.01

It is recognized that the Company exercises rights and responsibilities as management, which are subject to the terms of this Collective Agreement.

ARTICLE 3

RECOGNITION

3.01 Sole and Exclusive Bargaining Agent

The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees covered under the bargaining certificate issued to the Union.

3.02 Consultation and Discussion

In view of this recognition and in accordance with structures provided for in this Collective Agreement, the parties agree to discuss and consult each other on matters pertaining to their working relationship.

3.03 Full Force and Effect

All matters covered under the provisions of this Collective Agreement shall have full force and effect on the Company and the bargaining unit.

ARTICLE 4

UNION DUES

4.01 Compulsory Check-Off

- (a) The Company shall, as a condition of employment, deduct from the monthly earnings of all the employees in the bargaining unit, the ordinary membership dues of the Union.
- (b) The Company shall not levy a charge upon the Union or its members for rendering this service.
- (c) Subject to the provisions of this Article, the Company shall also deduct, as Union dues, a special levy ordered by the Union, not more than once a year, provided that this levy is uniform and is payable by all the employees of the bargaining unit. The special levy shall, at the request of the Union, be deducted over a period of more than one (1) month.

4.02 Setting of Dues

The Union shall inform the Company in writing of the authorized membership dues to be checked off in accordance with clause 4.01.

4.03 Dues Begin Immediately

For the purpose of applying clause 4.01, deductions from pay for each employee in respect of each month will start from the first month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Company shall not be obliged to make such deductions from subsequent salary.

4.04 Remit Dues the Next Month

The amounts deducted in accordance with clause 4.01(a) shall be remitted to the union by cheque on the last day of the month following the month in which the deductions were made and

shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

4.05 Company's Liability on Check-Off

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article, except for an error committed by the Company in the amount of dues deducted; however,

- (a) where such error results in the employee being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;
- (b) Where such an error results in an overdeduction of dues and the money has not been remitted to the Union, the Company shall reimburse the employee in the amount of the overdeduction. Such overdeduction shall be reimbursed under normal circumstances in the month following the month in which the overdeduction and the failure to remit the dues to the Union are verified.

4.06 Additional Information

The Company agrees to provide the Union with all necessary supplementary information in order that the bargaining agent may adequately verify the check-off of union dues for all employees belonging to the bargaining unit.

The Company will provide the Union with all available information related to union dues.

4.07 Compulsory Membership

Every employee who is covered by this agreement now or hereafter, shall make application for Union membership and maintain union membership as a condition of employment.

ARTICLE 5

DISCRIMINATION

5.01 Discrimination

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practised with respect to an employee

by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

5.02 Common-Law Spouse

For the purpose of this Collective Agreement and the benefits it provides for, including insurance plans, a “common-law spouse” relationship is said to exist when, for a continuous period of at least one (1) year, and an employee has lived with a person, represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse, and the word, “spouse” includes a “common-law spouse”.

Satisfactory proof must be supplied upon request.

ARTICLE 6

UNION ACCESS

6.01

An authorized representative of the Union shall have access to the employees on company premises only for the purpose of conducting Union Business provided prior permission to do so has been granted by the company manager and such permission shall not be unreasonably denied.

ARTICLE 7

SENIORITY

7.01 Method of Calculation

Seniority is calculated from the date the employee first performed work that is now covered by the C.L.B. Certification Order.

7.02 Use of Seniority

Seniority shall be used to accommodate employee preferences as follows:

- (a) selection of vacant positions;
- (b) selection of shifts within a classification in the event of the posting of new or altered schedules of work;
- (c) choice of vacation periods;
- (d) selection of replacements for employees granted leave for more than eight (8) or more consecutive working days.
 - (i) There shall be one bid only unless it is mutually agreed to have a further bid;
 - (ii) vacant position remaining to be filled outside the bargaining unit at the company's discretion.
- (e) there shall be no bumping.

7.03 Seniority Lists

Copies of seniority lists which contain employee addresses and telephone numbers shall be given by the Company to the Union, and posted in the work place:

- (a) as soon as possible but not later than one (1) month following the signing of the Collective Agreement;
- (b) every six (6) months.

ARTICLE 8

JOB SECURITY

8.01 The Company agrees that layoff of any employee shall be by reverse order of seniority.

No new employee shall be hired unless those employees still on the seniority list have been given an opportunity of recall by seniority.

8.02 It shall be incumbent upon any employee to advise the employer of any change in address or telephone during the period of layoff in order to be subject to recall. Such advisement must be in writing to the manager.

- 8.03 An employee shall lose seniority and recall rights in the event:
- (a) the employee is discharged for just cause;
 - (b) the employee voluntarily resigns;
 - (c) the employee voluntarily accepts a Company position outside the bargaining unit for a period in excess of three (3) consecutive months;
 - (d) the employee is absent due to layoff for a period in excess of nine (9) months.
- 8.04 The Company agrees that it will advise the Union of any intention to contract out work as far as possible in advance and will consult with the Union.

ARTICLE 9

DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 **Just Cause**

- (a) No disciplinary measure in the form of a notice of discipline, emergency suspension or discharge or in any other form shall be imposed on any employee without just cause **and** without his receiving beforehand or at the same time, a written notice showing the grounds on which a disciplinary measure is imposed.
- (b) In any arbitration relating to a disciplinary matter, the proof of the allegations at issue shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above, except that, if, subsequent to the date of the notice additional grounds are discovered by the Company which it intends to rely upon in support of the disciplinary action taken, then such additional grounds shall be provided to the Union in writing forthwith.

9.02 **Personnel File**

- (a) The Company agrees that no report relating to the employee's conduct or performance may be used against him in the grievance procedure nor at arbitration unless such report is part of the personnel file.
- (b) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within ten (10) days after the date of the employee's

alleged infraction, or of its coming to the attention of the Company, or of the Company's alleged source of dissatisfaction with him.

- (c) Any unfavourable report concerning an employee which predates the date that this collective agreement was signed shall be withdrawn from the employee's personnel file after a period of twelve months from the date of alleged infraction.

9.03 Access to Personnel File

Upon written request from an employee, he and/or his Union representative shall have access, within a reasonable time after the request, to the official file of the employee in the presence of an authorized representative of the Company.

9.04 Interviews

- (a) In the event the Company decides to interview an employee, the Company agrees to notify an employee twenty-four (24) hours in advance of the interview.
- (b) If the employee fails to appear at the interview and does not explain his inability to do so to the satisfaction of the Company, the Company shall proceed unilaterally.

9.05 Right to Representation

An employee summoned for a disciplinary interview shall have the right, if he so requests, to be accompanied by a Union representative.

9.06 No Right to Discipline

An employee assigned on an interim basis to a managerial position cannot discipline other employees included in the bargaining unit.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 Grievance

Any complaint, disagreement, or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of this Agreement, including the question of whether a matter of

the grievance is arbitrable or not, shall be considered as a grievance and shall be settled as hereinafter provided.

Authorized representative of the Union

A person designated by the Union to deal with grievances.

Union steward

Any employee appointed or elected by the Union to act as an authorized representative of the Union. In the event that the Union steward is unable to perform his or her function, the Union will designate or substitute another person to act on his or her behalf.

10.02 The Union steward shall have the right to prepare and present grievances, in accordance with the procedure herein provided for and, for that purpose shall have the right to meet with the employee on behalf of whom the grievance could be submitted, during non-working hours.

10.03 No person who is employed in a managerial or confidential capacity shall seek to intimidate, by threat of discharge or by any other kind of threat, a representative of the Union or an employee on whose behalf he or she is preparing a grievance to cause him or her to refrain from so doing or withdraw a grievance or refrain from presenting a grievance as provided for in this Agreement.

10.04 The employer agrees that Union stewards shall not be hindered, constrained, prevented nor impeded in any way in the accomplishment of their duties while investigating complaints and representing employees in accordance with the provisions of this Article.

10.05 A grievance shall be presented in writing by an authorized representative of the Union to the branch manager or his or her designate of the Company no later than the 20th calendar day after the date on which the employee or the Union first became aware of the action or circumstances giving rise to the grievance, failing which the right to grievance shall be forfeited and waived by the aggrieved party.

10.06 The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the Collective Agreement. During the grievance procedure, the Union shall, at the request of the employer, endeavour to clarify the written description of the grievance. The Union may clarify the written description of the grievance without changing its substance. It shall not be sufficient to allege a violation of the Agreement as a whole.

The Union may file a general, union or policy grievance only where the matter at issue is not a matter capable of being dealt with as an individual grievance.

10.07 The employer agrees to acknowledge receipt of the grievance by returning a signed copy to:

- the Local Office of the Union; and
- the employee on behalf of whom the grievance has been submitted, if available at the workplace.

10.08 The procedure for resolution of grievances shall be as follows:

Step 1: By discussion between the authorized Union representative with the branch manager or his or her designate.

Within seven (7) days after receipt of the grievance the employer shall submit to the Local Union a written response to the grievance.

Step 2: Where the decision of the employer is not satisfactory to the Union, the grievance may be presented to the second step of the grievance procedure, not later than the 10th day after the written decision of the Company has been received by the Union.

The designated Union representative and the President of the Company or his or her designate shall discuss the grievance in an attempt to resolve the matter.

Step 3: If the grievance is not resolved within twenty (20) days from the date it is received by the employer, the Union may refer the matter to arbitration.

10.09 The following persons shall act as arbitrators to hear grievances:

M. Freedman

C. Suche

They shall be utilized in rotation.

In the event any of the above-listed arbitrators ceases to be available, the parties shall agree to a replacement. In the event agreement cannot be reached on a replacement, the Minister of Labour shall appoint a replacement.

Until the arbitrator is replaced, the remaining arbitrators shall be utilized to hear grievances.

10.10 The arbitrator shall be vested with all the powers that are necessary for the complete resolution of the dispute. Where the arbitrator comes to the conclusion that the grievance is well-founded, he or she may grant any remedy or compensation that is deemed appropriate.

It is understood that the arbitrator shall be vested with all the powers conferred upon him or her by the Canada Labour Code.

10.11 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not involve the determination of a subject matter not covered by or arising during the term of this Agreement. The arbitrator shall have no jurisdiction to waive any time limit under this Article, or to declare that any irregularity as to time limits does not affect the validity of his or her decisions or awards.

10.12 The award of the arbitrator shall be final and executory. It shall be binding upon the Company, the Union and the employees.

10.13 The final decision rendered by an arbitrator binds the Company, the Union and the employees in all cases involving identical and/or substantially identical circumstances.

10.14 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

10.15 The Union may, by written notice, withdraw a grievance at any time. The withdrawal of a grievance shall not prejudice the position of the Union on any other grievance of a similar nature.

ARTICLE 11

WORK IN THE BARGAINING UNIT

11.01 The employer shall not utilize non-bargaining unit employees to perform bargaining unit work except as provided in this article.

11.02

- (a) The employer may assign a bargaining unit employee to non-bargaining unit work as long as there are no non-bargaining unit employees performing bargaining unit work.
- (b) Any employee assigned to non-bargaining unit work shall continue to be entitled to provisions of this Collective Agreement.

11.03

- (a) Subject to clause 11.04, the employer may assign a non-bargaining unit employee to bargaining unit work on a temporary basis, provided the following conditions are met:
 - (i) no bargaining unit employees are presently on assignment outside the bargaining unit; and
 - (ii) non-bargaining unit employees will not displace any full-time bargaining unit positions.

11.04

- (a) In situations where extra/additional unscheduled hours become available, they will be offered as follows:
 - (i) where the additional hours are less than four (4) hours, they will be offered as overtime to available bargaining unit employees on site, at the end of their shift, or to employees scheduled to come on shift that day;
 - (ii) where no available bargaining unit employee accepts the hours, they may be assigned by the Company outside the bargaining unit as it deems appropriate.
- (b) In situations where hours become available due to accident, sickness, vacation or other leave, they will be offered to bargaining unit employees as follows:
 - (i) In each two (2) week pay cycle, an employee may work additional hours equal to two (2) additional shifts (twenty-one (21) hours) - in addition to any overtime hours worked pursuant to Article 11.04(a)(i) - at the regular rate of pay. These additional twenty-one (21) hours will be worked without incurring overtime, except as provided for in Articles 15.01(c) and 11.04(b)(ii).

- (ii) If the additional hours are not offered in the form of full ten and one-half (10 1/2) hour shifts, then the first one and a half (1 1/2) hours of ten and one-half (10 1/2) hours shall be paid at the overtime rate, and the first one and a half (1 1/2) hours of the second ten and one-half (10 1/2) hours shall be paid at the overtime rate.
 - (iii) If the employee has already worked additional hours equal to two (2) additional shifts in any given pay cycle - excluding overtime hours worked pursuant to Article 11.04(a)(i) - the employee is entitled to payment at the overtime rate for all additional hours worked.
- (c) Where no available bargaining unit employees accept additional work, it may be assigned by the Company outside the bargaining unit as it deems appropriate.

11.05 In the application of this article, employees are free to accept or reject all offered any additional hours offered.

11.06

In offering additional hours to bargaining unit employees under Article 11.04(b), the order of offer shall be as follows:

1. To those bargaining unit employees who have not worked hours equal to two (2) additional shifts (twenty-one (21) hours), at the regular rate (subject to Articles 11.04(a)(i) and (b)(ii)).
2. To those available bargaining unit employees who have worked additional hours equal to two (2) additional shifts (twenty-one (21) hours) at the overtime rate.
3. To non-bargaining unit employees.

At no time shall the Company be required to re-offer the hours to bargaining unit employees who have refused them, but, the Company may offer additional hours to bargaining unit employees at the overtime rate.

ARTICLE 12

PROBATIONARY EMPLOYEES

12.01

- (a) There shall be a probationary period of three (3) months, starting with the first day of work. During this period, a probationary employee shall accrue seniority and be entitled to the provisions of the Collective Agreement except the right to grieve a discharge, termination, dismissal or release.
- (b) Following the three (3) month probation period mentioned in paragraph 12.01(a), an employee will continue to be on probation unless he has accrued six (6) months of seniority. During this period, an employee may be discharged, terminated or dismissed for unsuitability or other reason, providing the discharge, termination or dismissal is not arbitrary, discriminatory or in bad faith.

ARTICLE 13

VACATION LEAVE

13.01 Vacation Leave Entitlement

Vacation leave entitlement will be based upon the following shifts:

Four (4) days on/four **(4)**days off

- Employees will qualify for eight (8) days vacation, and vacation pay will be based on four per cent (4%) of earnings upon the completion of twelve (12) months of continuous employment.
- Employees will qualify for twelve days vacation, and vacation pay ~~will~~ be based on six per cent (6%) of earnings upon the completion of five (5) years of continuous employment.

13.02 In the assignment of vacations, January 1st of each year shall be considered as the qualifying date for annual vacation purposes, after which date annual credits commence for vacation purposes.

13.03 The number of employees on vacation at one time shall be limited to the number which the proper officers of the Company consider will not adversely affect normal operational requirements.

13.04 An employee entitled to vacation leave during the calendar year shall take such vacation as scheduled during that calendar year unless prevented by sickness or a bona fide reason.

13.05 No employee shall be required to work during his/her vacation leave.

13.06 In the assignment of vacation leave, employees shall bid on vacation leave by seniority.

It is also understood that an employee will notify the Company in writing of his/her choice of vacation dates, a minimum of sixty (60) days prior to such chosen vacation date.

Mer vacation leave has been selected, and the list prepared as herein provided, no change in dates shall be allowed unless mutually agreed to by the proper officer of the Company and the employee.

ARTICLE 14

DESIGNATED PAID HOLIDAYS

14.01 The following are designated paid holidays:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Victoria Day;
- (d) Canada Day;
- (e) Civic Holiday;
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day.

14.02 Employees required to work on a paid holiday due to contractual obligations of the Company shall receive pay at the overtime rate for all hours worked that day, and another day off with pay subject to mutual agreement as to the date.

14.03 In the event a paid holiday falls on an employee's scheduled day off, the employee shall receive the following:

- (a) day shift drivers shall receive eight (8) hours regular pay or a day off with eight (8) hours regular pay, subject to mutual agreement as to the date;
- (b) night shift drivers shall receive nine (9) hours regular pay or a day off at nine (9) hours pay, subject to mutual agreement as to the date;

14.04 In the event a paid holiday falls on a regularly scheduled work day and the employee is not required to work, the employee shall receive a regular day's pay..

14.05 In the event a paid holiday falls during an employee's vacation leave and on a day on which he was scheduled to work, the employee shall receive a regular day's pay..

14.06 In the event a holiday falls on a day on which the operation is closed, an employee who was scheduled to work shall receive ten and one half (10½) hours pay at the regular rate, or another day off with ten and one half (10½) hours pay at the regular rate, on a mutually agreed date.

14.07 The employee shall receive pay for a designated paid holiday, as set out in clauses 14.03, 14.04, 14.05 and 14.06 above, provided the employee:

- (a) has earned wages for the majority of scheduled work days during the thirty (30) calendar days immediately preceding the holiday;
- (b) works the last regularly scheduled work day before and after the holiday, unless absent due to a bona fide illness or accident, or consent of the Company;
- (c) was not on leave of absence granted by the company at the request of the employee; and
- (d) did not work on the statutory holiday.

ARTICLE 15

HOURS OF WORK

15.01

- (a) The normal work day for a driver shall be ten and one half (10 1/2) hours.
- (b) The drivers shall work four (4) days on and four (4) days off.
- (c) For each day worked as above, the employee shall be paid time and one half (1½) for the time worked after 9 hours.

15.02

- (a)' Schedules of work shall indicate the days of work, the days of rest, the time of the beginning and the end of the shift, and time off for a meal.
- (b) The Company reserves the right to move shifts (daily hours) to accommodate the workload due to fluctuations in volume.
- (c) In the event the Company determines the work schedule requires modification, such modification shall require consultation and agreement.

15.03 All employees shall be entitled to two (2) fifteen (15) minutes paid rest periods during their shift.

15.04 The Company agrees that overtime and extra shifts shall be offered on an equal opportunity basis. The Union and the Company shall consult on the system.

ARTICLE 16

RATES OF PAY

16.01 The following wages shall be paid to bargaining unit employees during the term of this Collective Agreement:

At Ratification
\$11.65

October 1, 1999
\$11.82

October 1, 2000
\$12.00

16.02 Shift Premiums

Recognizing that work carried out by the bargaining unit employees covered by this Collective Agreement:

- (a) involves work in a continuous operation as defined by the Canada Labour Code;
- (b) requires bargaining unit employees to work the majority of their shifts either at night, on the weekend, or both;
- (c) subjects them to modified work schedules, other than traditional eight (8) hour - five (5) day per week shifts, which shifts are subject to change due to variations in workload; and
- (d) requires them to be on call to fill in for leave, vacancies and emergencies.

The Company shall pay to all bargaining unit employees a shift premium of twenty-five cents (\$0.25) per hour for all hours paid.

16.03 For the purpose of a consistent pay system:

- (a).. the Company shall average pay cheques at seventy-three point five (73.5) hours on a two-week pay cycle.
- (b) In the event the above system results in either an under or over payment, appropriate adjustments will be made.

ARTICLE 17

HEALTH AND SAFETY

17.01 Joint Health and Safety Committee

The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a Joint Health and Safety Committee shall be formed in accordance with the following provisions:

17.02 Joint Health and Safety Committee

- (a) A Local Joint Health and Safety Committee shall be established. Its composition shall be as follows: two (2) management representatives appointed by the Company and two (2)

union representative appointed by the Union as follows: one (1) dock worker and one (1) truck driver, and one (1) further representative from the workplace appointed under subsection 136(2) of the Canada Labour Code.

- (b) The Committee shall meet a minimum of once every month on Company premises to discuss health and safety issues that may be of concern to the parties.
- (c) The provisions of the Canada Labour Code relating to health and safety shall apply to this Collective Agreement.

17.03 Attendance at Meetings

Employee representatives shall receive their straight time rate of pay for time spent at Committee meetings. In the event the Committee meeting takes place during non-working hours, the employee representatives may at their option take an equivalent amount of time off work at a mutually agreed-upon time, in lieu of pay.

17.04 An authorized Union representative or Company representative, other than those designated by the Company's manager, may attend the meeting(s) upon invitation by the Committee or request to the Committee.

17.05 The Company will keep records of the Committee meetings and provide copies to the Union.

ARTICLE 18

LEAVE

18.01 An employee who is selected as a delegate pursuant to paragraphs (a) to (d) below shall be entitled to leave without pay for the following:

- (a) a constitutional convention of the Union;
- (b) a Negotiating Committee for the purpose of collective bargaining;
- (c) a convention of the Canadian Labour Congress or Provincial Federation of Labour; and
- (d) a union education program, including travelling to and from such event.

18.02 Recognizing that circumstances may arise whereby an employee is required to serve or work on behalf of the Union, the Company agrees, on receipt of reasonable advanced notice in writing, to grant leave without pay and benefits to such employee.

18.03 Court Leave

Leave of absence with pay shall be granted to an employee who, on a day he/she was scheduled to work, is required to serve on a jury or attend court as a witness under subpoena.

Where an employee is summoned for jury duty or subpoenaed as a witness on a normal working day, the Company agrees to pay the employee the equivalent of a regular day's earnings, less any amount received for jury duty or witness fees.

The above shall not apply if an employee is on a leave of absence, receiving benefits under Workers Compensation or on vacation leave,

18.04 Arbitration Leave

An employee who is required to testify at an arbitration or Labour Board hearing shall be entitled to time off work for the purpose of testifying and travelling to the hearing.

The party who calls the employee to testify shall be responsible for the lost earnings of the employee.

18.05 Effective date of ratification, Bereavement Leave in the amount of two (2) working days with pay shall be granted in the event of the death of a father, mother, spouse (including common-law), son, daughter, son-in-law, daughter-in-law, brother and sister provided the employee attends the funeral or is involved in the preparations thereof. One day will be the day of the funeral and the other day may be the day before or after the funeral, if they fall on regular scheduled working days.

One (1) day off work will be paid for in the event of the death of a mother-in-law, father-in-law, sister-in-law and brother-in-law, foster parents or grandparents, provided the employee attends the funeral, if it falls on a regular scheduled day.

The straight time hours paid for each day off will equal the number of hours the employee was scheduled to work for that day.

18.06 Leave for Other Reasons

Upon written application with supporting documentation where applicable, special leave without pay, up to a maximum of thirty (30) days, may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, prevent the employee from reporting for duty.

The granting of such leave shall not be unreasonably withheld.

18.07 Maternal/Parental Leave

Employees shall be granted leave in accordance with Part III of the Canada Labour Code.

ARTICLE 19

HEALTH AND WELFARE

19.01 The employees will participate in the Company's group insurance plan (life insurance / AD & D) administered by an insurance company which contains benefits as set out in the plan. The cost shall be borne equally by the employee **and** the Company.

19.02

- (a) The Company will provide the employees with access to its group insurance plan (dental and extended health) administered by an insurance company. The cost shall be borne equally by the employee and the Company,
- (b) Any employee who wishes to opt out of the provisions of the plan (dental/extended health) may do so by executing a waiver in a form issued by the insurance company.

19.03 Boot Allowance

The Company will contribute **fifty** per cent (50%) of the cost of new and appropriate safety boots to a maximum of fifty dollars (\$50.00) upon satisfactory proof of purchase, once per year.

ARTICLE 20

DURATION OF AGREEMENT

20.01 Duration of Agreement

This Agreement shall become effective on the day following receipt of written notice of ratification and shall continue in full force and effect until 30 September 2001, and thereafter from year to year, unless terminated or amended as hereinafter provided.

If either party to this Agreement should desire to renew, revise or terminate this Agreement, then not more than ninety (90) days prior to the expiry date of this Agreement, such party shall give written notice to the other party, together with the particulars relating thereto.

Within twenty (20) days following receipt of written notice to renew or revise this Agreement, or such other mutually agreed upon time, together with the particulars relating thereto, the parties shall meet and commence negotiations.

If notice to negotiate has been given by either party, *this* Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the Canada Labour Code have been exhausted. The parties to this Agreement shall make every effort to comply with the procedures and time lines set out in the Code, and conclude an agreement prior to the expiry date.

20.02 Strikes or Lockouts

During the term of this Agreement, the Union agrees that it will not call, authorize or encourage any strike, lockout, slowdown or interruption with the production or operations of the Company, and the Company agrees that there will be no lockout.

ARTICLE 21

GENERAL

21.01 When required to grease trucks or other equipment, drivers will not be required to perform this work on their own time. All drivers are required to check the fluid levels of their vehicles on a daily basis. Failure to comply with this requirement will result in disciplinary action.

21.02 During the term of this agreement, the Union agrees that it will not call, authorize or encourage any strike, lockout, slowdown or interruption with the production or operation of the Company, and the Company agrees that there will be no lockout.

21.03 It is understood and agreed that employees will be required to give notice to the Company of any impending absence from duty and, whenever possible, such notice shall be given as soon as the employee becomes aware of such impending absence; where practical, notice shall be given not less than two (2) hours prior to the employee's scheduled work time.

21.04 No unauthorized personnel or non-employees will be allowed to ride in any company vehicle.

21.05 Employees will be required to supply written authorization to enable the Company to obtain driver abstracts from the appropriate government department. The employees will be responsible for the costs incurred in obtaining one abstract per year. If the Company requires more than one per year, it will pay the costs of any additional abstracts. The Company will be responsible for all administration costs.

21.06 Drivers shall be responsible for all fines as a result of their negligence in operating a company vehicle.

21.07 In the event a driver's licence is suspended, the Company must be made aware immediately. Failure to disclose this information while continuing to operate a company vehicle will result in immediate dismissal.

21.08 All drivers require air endorsement and a minimum **class 1** licence, which must remain current and valid.

LETTER OF UNDERSTANDING #1

LUMP SUM PAYMENTS

The Company agrees to pay two thousand dollars (\$2,000.00) to the six (5) long-term employees working at the time of the signing of this Collective Agreement.

The Company agrees that the only deductions from the above sum will be income tax at the rate of ten per cent (10%).

Payment of the above stated amount shall be made within two (2) days of the signing of this Collective Agreement.

LETTER OF UNDERSTANDING #2

FULL-TIME WORK (RE: ARTICLES 11 AND 15)

The Company and the Union agree that at the time of signing this Collective Agreement, all positions are full-time positions, the hours of which are set out in Article 15.

There shall be no part-time employment classification unless the Company **and** the Union consult and agree to implement such classification.

LETTER OF UNDERSTANDING #3

ANNUAL SHIFT BID

Annual Shift Bid

Immediately following the signing of this Collective Agreement, the Company will post all driver positions **up** for a shift bid by seniority.

Each June 1st thereafter will be the date to commence an annual shift bid. The shift bid shall be implemented at a date agreed upon by the Union and the Company.

MEMORANDUM OF AGREEMENT

The Company agrees to pay Svetorzar Vukovic two hundred dollars (\$200.00) at the time of the signing of this Collective Agreement, less ten per cent (10%) for income tax.

Payment of the above stated amount shall be made within two (2) days of the signing of this Collective Agreement.

The parties agree upon signing that the above employee is deemed to have completed his first three (3) months of probation.

Signed at Winnipeg, Manitoba, this 18th day of June, 1998.

CANADIAN UNION OF POSTAL WORKERS

Gord Fischer

George Floresco

Sal Sarraino

CANADA MESSENGER

Wayne Heckle

Benjamin Hecht

Gray Watson

Remi Bisson