

Collective Agreement

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Between

Purolator Courier Ltd

and

The Public Service Alliance of Canada

Expires December 31, 2012

12610 (03)

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Article 1: Purpose

1.01 Purpose of the Agreement

The purpose of this Collective Agreement between the Public Service Alliance of Canada, hereinafter referred to as "the Alliance or the Union" and Purolator Courier Ltd. hereinafter referred to as "the Company", is to establish orderly relations between the parties and to set rates of pay, hours of work, other working conditions of employment and to provide an appropriate procedure for the resolution of grievances and problems during the term of the Collective Agreement, as well as to promote good relations and a climate of co-operation between the Company and its employees represented by the Union.

1.02 Titles

The titles and sub-titles used in this Agreement are for reference purpose only and shall not be used in the interpretation of any of its provisions.

1.03 Definitions

For the purpose of this Agreement:

- a) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for more than one year and who **has** been identified in writing to the Company **as** the employee's spouse regardless of gender.
- b) "UPCE" means the Union of Postal Communications Employees of the Public Service Alliance of Canada.
- c) "Local Union" means a fully constituted local by the Union of Postal Communications Employees representing members of the bargaining unit.

- d) "Continuous Service" means uninterrupted employment with Purolator Courier Ltd.
- e) "Regular employees" are full-time or part-time employees with permanent regularly scheduled weekly hours.
- f) "Temporary employees" are employees hired for a specified term of employment with temporary regularly scheduled hours who will not be used to circumvent the hiring of regular employees.
- g) "Casual employees" are employees who work on an irregular or sporadic basis.
- h) The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.

Article 2: Recognition

2.01 Certification and Recognition

The Company recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board in file No. 530-2370 on the 8th day of June, 1995.

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. This agreement may be amended by mutual consent in writing.

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 sole right:

- a) To administer the Company, including the right to study and introduce new methods, to increase or reduce its personnel, to modify its work structure, processes and procedures as well as its schedules of work;
- b) To demote, discharge, reprimand, suspend and discipline with just cause;
- c) To maintain order, 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 in a non-discriminatory manner 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: Strike/Lock-Out

4.01 **No Strike/Lock-Out**

It is agreed that for the duration of the present agreement, there shall be no strike nor lockout, nor work slowdown, nor total or partial stoppage of work, nor study session, nor any other similar act.

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

4.02 Picket Lines

It shall not be a violation of this agreement or cause for discharge or discipline of any employee, in the performance of her duties, to either accept or refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line. Any employee choosing to exercise her right of refusal must immediately advise her immediate supervisor.

Article 5: Union Security

5.01 Maintenance of Membership

Employees who are members **of** the Union at the time this Agreement is signed, as well as those who subsequently become members, must maintain their membership in the Union in good standing as a condition of continued employment. At the time of initial hire, all new employees will become members of the Union. The Company will ensure that new employees sign Union cards and will forward the cards to the local Union as soon **as** possible.

5.02 Dues Deductions

The Company will deduct each month an amount equal to the monthly membership dues from the pay of **all** employees covered under the scope of this Collective Agreement. Where an employee does not have sufficient earnings in respect of any month to permit such a deduction, the Company shall not be obliged to make such deduction from subsequent wages.

- 5.03 Monthly Dues
The Union shall inform the Company in writing of the authorized monthly deduction for each employee.
- 5.04 New Employee
Monthly dues deductions for an employee will start with the first calendar month of employment to the extent that earnings are available.
- 5.05 Remittance
The amounts deducted in accordance with clause 5.02 shall be remitted to the Comptroller of the Union by cheque in the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.06 Arrears
Whenever there is a new hire or a change in an employee's status, the Company agrees to notify the Local Union as soon as possible. The Union will notify the Company in writing of any arrears in dues. The Company will commence deductions in amounts prescribed by the Union in such written notice and forward such monies to the Union along with the monthly dues as prescribed for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.
- 5.07 Bargaining Unit Work
A person who is not part of the bargaining unit will not normally perform bargaining unit work. However, it is expressly understood that persons who are not part of the bargaining unit may perform bargaining unit work in the following cases:

- a) In the case of training and/or experimentation and/or the introduction of new equipment, systems or work methods;
 - b) In the case of emergency, when needs cannot be met by members of the bargaining unit;
 - c) In the case of circumstances beyond the control of the Company;
 - d) In the case of meeting customer service needs.
- It is understood that such work performed by persons who are not members of the bargaining unit shall not have as intent the reduction of the number of regular positions nor the prevention of the creation of regular positions.

5.08 Tax Forms

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

Article 6: Grievance Procedure

6.01 General

Both the Company **and** the Union recognize and acknowledge the importance of communication when involved in the process outlined in this Article and commit to making every reasonable effort to deal with grievance matters in an expeditious and effective manner.

6.02 Definitions

The term "working days" in this article excludes Saturdays, Sundays and General Holidays provided by the Collective Agreement.

The term "steward" in this article refers to an employee appointed as per the provisions of clause 14.01.

The term "Company" in this article refers to the Human Resources Manager and/or designates appointed by the Human Resources Manager. The Union will be advised in

writing of the names of the designates appointed by the Human Resources Manager.

6.03 Time Limit to File a Grievance

Any employee having a problem that may give rise to a grievance has fifteen (15) working days to submit a written grievance from the date on which the employee becomes aware of the circumstances giving rise to the grievance.

6.04 Verbal Step

- a) When an employee has a problem that may give rise to a grievance, she should first discuss it with her immediate manager in an attempt to resolve the issue. The employee may be accompanied by a Union steward for this discussion.
- b) Where the employee chooses to continue the process because the problem has not been resolved by the discussion in paragraph (a) or the employee has opted not to follow paragraph (a), she shall bring the matter to the attention of a Union steward. The steward shall schedule a meeting with the manager to discuss and attempt to resolve the issue. This meeting shall be held within five (5) working days following notice by the Union steward.
- c) The manager will give her answer within five (5) working days following the discussion in 6.04(b).
- d) The period between the steward's initial contact with the manager and the manager's final answer shall not count as elapsed time for the purpose of the grievance time limit noted in 6.03.

6.05 Written Step

Following the Verbal Step and where the grievance has not been satisfactorily resolved, the Union may submit a written grievance to the Company within the time limit

noted in 6.03. The grievance form must be signed by the employee. When a grievance is submitted, the Company's representative shall immediately sign and date all copies of the grievance.

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 in writing to the officer of UPCE 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 thirty (30) working days following the meeting with the Company.

The monthly meeting will be held on a mutually agreed upon predetermined date and site. The stewards designated to attend the monthly meeting will be excused from their regular duties to attend the meeting.

6.06 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 fifteen (15) working days following imposition of the suspension or the dismissal.

6.07 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.

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

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

6.09 Written Statement

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

6.10 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.

6.11 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. If the Union fails to submit a grievance within the time limits stipulated in this article, the grievance shall be deemed abandoned. Similarly, if the Company fails to reply to a grievance in writing within the time limits stipulated in this article, the grievance may be referred to arbitration.

The Union may withdraw a grievance, without prejudice, at any time.

6.12 No Threats or Intimidation

No person who is employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an employee to refrain from processing a grievance in accordance with provisions of this Article.

6.13 No Loss of Regular Wages

An employee will not lose any regular wages for attending a verbal or written grievance meeting with the Company. If a grievance involves more than one employee or if several grievances of the same or similar nature are being dealt with, only one employee may attend the verbal or written grievance meeting unless there is mutual agreement between the parties to allow more employees to attend.

6.14 Monetary Compensation

Any grievance resolution which results in a financial settlement shall be paid no later than twenty (20) working days after the date of resolution. Such payment will be indicated on the paystub, where possible.

Article 7: Arbitration

7.01 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 6.

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 6 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.

7.02 Appointment of an Arbitrator

The grievance shall be submitted to a sole arbitrator by mutual agreement in writing between the Company and the Union. 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 within thirty (30) days of the referral, either party may request the Federal Minister of Labour to appoint an arbitrator.

7.03 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, or to consider any matter not pertaining to the present agreement. The Company will provide the arbitrator with a copy of the Collective Agreement.

7.04 Fees and Expenses

The parties will equally share all the fees and expenses of the arbitrator.

7.05 Authority of the Arbitrator

The 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 her to be just **and** reasonable under the circumstances.

7.06 Decision

The arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

7.07 Expedited Arbitrations

By exception to clauses 7.02, 7.03, 7.04 and 7.06, the parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The guidelines to the procedure are:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from

the date of referral. If the commencement of the hearing is delayed beyond the ninety (90) day period specified herein, the grievance shall be deemed to have been abandoned unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.

- b) The parties agree not to use outside counsel to argue a case at expedited arbitration.
- c) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing.
When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible, but at all times within ten (10) days of the date of the hearing.
- d) The decision of the arbitrator shall not constitute a precedent and shall not be referred to in any subsequent arbitrations (expedited or not). Further, such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement.
- e) Such decisions from the expedited format shall be final and binding upon the parties.
- f) The arbitrator(s) shall be chosen by mutual agreement between the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.
- g) The provisions of clauses 7.01 and 7.05 apply to the expedited arbitration procedure.

7.08 Scheduling Formal and Expedited Arbitrations

Grievances referred to arbitration will normally be scheduled to be heard within ninety (90) days from the date of referral unless either of the parties has a valid reason why it is unable to proceed within the ninety (90) days or unless the hearing is delayed by the arbitrator. In such cases the hearing will be scheduled as soon **as** reasonably possible thereafter.

Article 8: Probationary Period

8.01 Probationary Period

All new regular full-time employees and all new regular part-time employees scheduled to work five (5) days a week shall be considered as probationary employees for a period of sixty (60) days worked. All other new regular part-time employees shall be considered **as** Probationary employees for a period of four **(4)** months.

8.02 Discharge During Probationary Period

The probationary period is a period during which the Company determines if an employee is suitable **to** remain in its employ. In the case of discharge, a probationary employee may not avail herself of the grievance and arbitration procedure.

8.03 End of Probation

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

Article 9: Seniority

9.01 Definition

Seniority is the total length of continuous employment by a regular employee with the Company on a full or part-time basis, within the bargaining unit. Seniority shall be used:

- a) In the choice of vacation periods within the work section;
- b) In the application of the staffing procedure;
- c) In the application of lay-off and recall provisions.

9.02 Loss of Employment and Seniority

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

- a) If she resigns;
- b) If she is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If she has been laid-off and not recalled for a period of twelve (12) consecutive months (fifteen (15) consecutive months for **an** employee who has five (5) or more years of seniority at time of layoff);
- d) If she is absent from work for more than three (3) consecutive working days without the authorization of her immediate supervisor;
- e) If she does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if she does not return to work within the delays therein provided, without a valid reason.
- f) If she is absent from work by reason of illness or accident, other than a work related accident, and her short or long-term disability benefits run out she will maintain her seniority for the sole purpose of recall to the length of their seniority up to a maximum of five (5) years from the first day of absence.

- g) If she is absent from work by reason of a work-related accident for which the WCB pays benefits, for a consecutive period of twenty-four (24) months, or for longer period if specified by law, she will maintain her seniority for the sole purpose of recall to the length of their seniority up to a maximum of five (5) years from the date of accident.

9.03 Seniority Lists

- a) A seniority list for each site shall be revised every three (3) months following the signing of the Collective Agreement and will be posted in the site concerned and a copy will be forwarded to the Union Local. In addition, a composite list of all employees shall be forwarded to the Union Local at the same time.

These lists shall indicate the following:

- (i) Name of employee;
 - (ii) Date of appointment;
 - (iii) Work site;
 - (iv) Job title;
 - (v) Classification and level;
 - (vi) Seniority date;
 - (vii) Full-time or part-time.
- b) The Retail Store sites in each greater metropolitan area will be deemed to be a single site for seniority purposes, i.e. all Retail Stores in the Greater Vancouver area, are considered to be a single site for seniority purposes.

9.04 Promotion to a Position Outside the Bargaining Unit

An employee promoted to a position outside the bargaining unit accumulates her seniority during a period of ninety (90) calendar days from the effective date of her promotion.

During this period, the employee may return to her position within the bargaining unit. At the end of this period of ninety (90) calendar days, the employee loses her seniority and all rights and advantages provided for in the present agreement.

9.05 Posting of Seniority Lists

- a) The seniority lists referred to in 9.03 above shall be posted on all Union bulletin boards. Within a period of thirty (30) calendar days of the original posting an employee may challenge the list and ask the Company to rectify it.
- b) In cases of amendment the Company shall advise the Union in writing.
- c) Once the thirty (30) day period is ended, the list shall be considered official subject to the objections raised during the period of posting.
- d) If the employee is absent during all of the posting period the employee may contest her seniority credit within the next thirty (30) days.

Article 10: Staffing

10.01 Provisions

- a) Any permanent vacancy shall be posted in the posting area where the vacancy exists for a period of three (3) consecutive working days. The posting areas shall be: 1) Lower Mainland (Hope and westward), 2) Vancouver Island and Gulf Islands and 3) Remainder of B.C. The information which shall appear on the posting is:
 - the classification;
 - the work schedule, start and finish time and days;
 - the wage scale;
 - the date of posting and the period of posting;

- the minimum qualifications required for the position;
- the person to whom the application must be submitted.

Once a position has been vacated it will be posted within the following three (3) working days, unless the position is abolished.

Seniority shall be the governing factor provided the individual is qualified to perform the work. For the purposes of this article, date of hire for probationary employees and for casual employees shall be used to establish seniority in the staffing procedures, except that regular employees shall have priority over casual employees for filling job postings and temporary vacancies.

- b) Employees wishing to apply for a posted position must do so within the three (3) working day posting period using the form provided by the Company. Only employees in the posting area concerned may apply to a posted vacancy.

However, should there be no successful candidate from within the posting area, then transfer requests from other posting areas will be considered prior to hiring from outside the bargaining unit.

- c) No employee shall be awarded more than four **(4)** permanent posted vacancies in any one (1) calendar year.

- d) Any employee absent by reason of sickness, accident, vacation, maternity leave, parental leave, adoption leave, or care and nurturing leave for a period of thirty (30) calendar days or less, shall have the opportunity to bid on any vacancy which has been posted during her absence. The employee must submit her bid to the Company within three **(3)** working days of her return to work. The displaced employee will return to her original position.

- e) Any employee absent by reason of sickness, accident, vacation, maternity leave, parental leave, adoption leave, or care and nurturing leave for a period of more than thirty

(30) calendar days, shall have the opportunity to bid on any vacancy which has been posted during the thirty (30) calendar days preceding her return to work. The employee must submit her bid to the Company within three (3) working days of her return to work. The displaced employee will return to her original position.

10.02 Request for Transfer

An employee may submit a request for transfer **from** her posting area to another posting area. The request for transfer shall be valid as of the first (1st) of the month following the receipt thereof.

An employee shall have her name struck from the list of requests for transfer in the event she refuses to accept a vacant position in the same classification and with the same schedule of work **as** that indicated in her request for transfer.

A transferred employee shall retain all seniority rights upon her transfer.

Upon request a copy of the transfer list will be provided to the Local Union Executive.

10.03 Temporary Vacancies

- a) Temporary vacancies shall be defined **as**:
 - i) vacancies of less than 3 months, or;
 - ii) special leaves granted pursuant to Article 19, or;
 - iii) an absence caused by illness or injury
- b) In cases where the Company requires a temporarily vacant position to be filled by an incumbent for more than two weeks and less than three months the Company will utilize a qualified relief employee within the job site, if available. Refer to Letter of Understanding for description of relief.
- c) The initial temporary vacancy of 3 months or more will be posted. The subsequent vacancy will also be

posted. Any further vacancies created will be filled as per Article 10.03 (b).

- d) For purposes of this article job sites shall be 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6) Burnaby, 7) Richmond, 8) Retail in Lower Mainland. 9) Port Kells.

10.04 Acting Assignment

- a) Employees will perform work in any classification as required for operational needs.
- b) An employee who fulfills the duties of a job with a higher wage level than her own for three (3) or more consecutive hours will be entitled to receive the next highest pay rate of the higher rated job for the period of time she performs the higher rated job.

10.05 Posting Results

- a) The Company will post the name of the successful candidate and will provide a copy to a member of the Local Executive within 5 days of the decision being made.
- b) If an employee obtains a posting and the new position has a higher wage rate and/or a greater number of hours than her current position, then effective the sixteenth (16th) working day following the expiry of the posting, if the employee has not yet been placed in her new position, she will be entitled to be remunerated according to the wage rate and/or scheduled hours of her new position.

10.06 Quarterly Review

A quarterly hours review will take place for the bargaining unit during Joint Consultation pursuant to Article 22. This review is intended to determine if new positions should be created or if existing positions should be increased in hours.

Should a concern arise during the review the Company will utilize and share with the Local supporting documentation in the form of timecards to determine hours worked. The Company will not wait for the quarterly review to create a new position or increase hours on an existing position in cases where it is clear that there is an immediate and ongoing need for the creation of a position or increase of hours in an existing position.

Article 11: Lay-offs and Recalls

11.01 General

A regular employee who for any reason has her position eliminated or who has her weekly scheduled hours reduced by more than 5 hours shall be entitled to displace another employee in her site provided she possesses the required qualifications and seniority, according to the following procedure:

- a) The full time employee so affected may displace the most junior full time employee in **any** block of weekly scheduled hours in any classification;
- b) Any full time employee so displaced may displace the most junior full time employee in any block of weekly scheduled hours in any classification;
- c) The most junior full time employee may displace the most junior part time employee in any block of weekly scheduled hours in any classification;
- d) **Part** time employees affected may displace the most junior part time employee in any block of weekly scheduled hours in any classification;
- e) Should the employee decide not to displace another employee, or be unable to exercise her right to do so, she is then laid off.

For purposes of this article job sites shall be 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6)

Burnaby, 7) Richmond, 8) Retail in Lower Mainland, 9) Port Kells.

11.02 Lay-off Notice

The Company will endeavour to provide **as** much advance notice of a lay-off as is reasonably possible.

11.03 Recall List

The names of all employees laid off by the Company shall be placed on a recall list. A separate recall list will be established for each "job site".

Article 12: Hours of Work

12.01 Work Week

The normal hours of work for full-time employees are seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week. Any employee scheduled for less than seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week shall be considered to be a part-time employee. Full-time employees will normally have their work week scheduled over a period of five (5) consecutive days. Subject to the operational needs of the business, the Company will endeavour to provide part-time employees with two (2) consecutive days of rest per week.

12.02 Modifications

Work schedules and daily hours of work will be established and adjusted according to the needs of the Company. The Company will advise the Union steward of any group modifications and the reasons for the modifications at a meeting called by the Company, and will give consideration to any Union input regarding the group modification.

With the mutual consent of the Union and the Company, work schedules with hours in excess of those provided for in clause 12.01 may be discussed and introduced in Joint Consultation pursuant to Article 22.

12.03 Lunch Period

Subject to operational requirements:

- a) Employees who are scheduled for a seven and a half (7 ½) hour shift shall be allowed an unpaid lunch period of between thirty (30) and sixty (60) minutes, scheduled as close as possible to the mid-point of the employee's shift;
- b) Part-time employees who are required to work six (6) hours or more per day shall be entitled to an unpaid lunch period of between thirty (30) and sixty (60) minutes at a time authorized by the immediate supervisor.

12.04 Break Periods

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

12.05 Breaks/Lunch Periods on Unscheduled Days

The break and lunch periods provided for in this article also apply to days worked outside of an employee's normal schedule.

Article 13: General

13.01 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 twenty percent (20%) of her gross salary deducted per pay, up until such time as the amount overpaid has been reimbursed to the Company. It is agreed that the employee will advise the Company immediately upon discovery of such an error.

13.02 Precedence

In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

13.03 Copies of Collective Agreement

The Company agrees to supply each employee with a copy of the Collective Agreement as soon as possible from receipt from a unionized printer or at a maximum of ninety (90) days after signing the Collective Agreement. The Union will receive twenty-five (25) copies of the Collective Agreement for their internal use.

13.04 New Classification

In the event of the creation of a new classification, the Company shall send to the Union two (2) copies of its title, basic description, qualifications and wage rate. At the request of the Union, the parties shall meet within the

shortest delay possible to discuss and settle any disagreement with respect to the wage rate or wage scale and/or the functional group. The Union must request in writing, within the fifteen (15) working days following receipt of such information, the holding of such a meeting, failing which it may not have recourse to the grievance and arbitration procedure.

If a disagreement persists at the conclusion of the meeting, the Union may refer the case directly to arbitration by filing a written grievance within the ten (10) working days following the said meeting. In such a case, the provisions contained in Articles 6 and 7 of the present agreement shall apply.

13.05 Language of Agreement

Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.

13.06 Technological Change

The Company will abide by the technological change provisions of ~~Part~~ I of the Canada Labour Code.

3

H:

a) Sexual Harassment

The Union and the Company recognize the right of employees to work in an environment free from sexual harassment. Sexual harassment is defined **as** any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee, or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion. Grievances under this article will be

handled with all possible confidentiality and dispatch by all parties.

b) No Discrimination

The provisions of the Canadian Human Rights Act shall be adhered to. The Union and the Company agree that there shall be no discrimination on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

c) Upon request, employees who wish to lodge a complaint under the Workplace Relationship policy, have the right to Union representation.

13.08 Access to Personal File

Upon request of an employee, at reasonable intervals, the personal file of that employee shall be made available for her examination, within three (3) working days following the request, in the presence of an authorized representative of the Company.

13.09 Disciplinary Action

Notice of disciplinary action which may have been placed on the personal file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action was taken. The Company will send the Local Union a copy of disciplinary letters given to employees.

An employee who receives written discipline must sign a statement attesting receipt of such discipline. The employee's signature does not constitute an acceptance of the disciplinary measure, but only acknowledges receipt of the discipline.

13.10 Presence of a Union Steward

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

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

13.11 Performance Review

When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee will sign the assessment form within 15 days of its completion. Upon written request a copy of the assessment form will be provided to her at that time. **An** employee's signature on her assessment form will be considered to be an indication only that its contents have been read and shall not indicate her concurrence with the statements contained on the form.

13.12 Time Limit to Impose a Disciplinary Measure

The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee within fifteen (15) working days following the incident or knowledge of such incident by the Company; otherwise, this sanction shall be rendered null and void for the purposes of the present Agreement. This period may be extended by mutual agreement between the Union and Company.

In the case of a criminal investigation the time period does not commence until all conclusions have been drawn from the investigation.

13.13 Performance Review Document

Employees will be shown the performance review document used by the Company. If this document is modified or replaced by a new document, employees will be shown the new document.

Article 14: Union Representation

14.01 Stewards

The Union may appoint a steward at each establishment. The appointment of more than one (1) steward at a location requires the consent of both the Company and the Union. By exception to this, it is agreed that the Union may appoint up to three (3) stewards at the Richmond depot and two (2) stewards at the Burnaby depot. The Union may also appoint alternate stewards to act in the place of the regular stewards if they are absent from work. A list of all stewards and alternates will be provided to the Company.

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

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

14.02 Names of Stewards

The Union shall notify the Company promptly, in writing, of the names of its stewards.

14.03 Bulletin Boards

The Company will make available to the Union, in an appropriate location in each establishment covered by the present agreement, a separate bulletin board upon which the Union, acting reasonably, may post its official notices and communiques. Subject to consultation with the Union, the Company may remove notices and communiques which the Company, acting reasonably, considers adverse to its interests.

The Company will allow the Union to remove any document, not recognized by the Union representative, found on the Union's bulletin board or section of bulletin board as the case may be.

14.04 Union Representative

After prior notification to local management, a national or regional representative of the UPCE or PSAC will be granted permission to meet, in the Company establishment, any employee or Union steward without interrupting normal operations. These meetings will be conducted outside of the working hours of the employee and/or Union steward concerned.

14.05 New Employees

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to provide such employees with a copy of the Collective Agreement within two (2) working days from the first day of working on the job. The Company will, at the same time, advise the employee, in writing, of the name, work location, address and phone number of her Union Steward.

14.06 Leave With Pay for Negotiations Meetings

Subject to operational requirements and on receipt of reasonable advance notice, the Company will grant leave with pay to employees selected as delegates to a negotiating committee for the purpose of collective bargaining with the Company, on behalf of the Alliance. The leave shall be for the period of the negotiations meetings, and preparations thereof, plus travelling time to and from the appropriate locations.

14.07 Union Leave of Absence

In the event that the Union requires the services of one of its members covered by this agreement as a full-time Union representative outside of the Company, the employee shall be entitled to a leave of absence without pay for the duration of the Collective Agreement. The employee must provide the Company with at least three (3) weeks advance notice, in writing, of the date on which she will be returning to work and shall be granted seniority credit for the time on such leave of absence upon her return to work. Such an employee will return to work in her classification and in the office where she was assigned prior to starting the leave of absence provided work in the same classification and office still exists at the time she discontinues the leave of absence. Otherwise, she will be able to displace another employee as per the provisions of the displacement procedure in Article 11.

14.08 Union Steward Leave

Subject to operational needs and on receipt of reasonable advance written notice, the Company shall grant leave without pay to a reasonable number of stewards and/or members of the Union Executive to attend Union conferences, educational seminars and information sessions. Such leave shall not be unduly refused.

14.09 Meetings Between the Union and Company

The Company may grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

14.10 Local Union Leave

Subject to operational requirements, leave without pay to attend to Local Union business will be provided to up to two (2) union representatives on the following basis:

- 1) Prior notice of five (5) working days must be provided to the Company including the time requested off and the individual(s) involved.
- 2) The leave will not exceed two (2) working days.
- 3) The individuals on leave will be away from the work site and will not interfere in the Company's operations in any way.

14.11 Reimbursement for Leave

For the purposes of Article 14.08 and 14.10 of the Collective Agreement, employees requesting leave under said articles will continue to be paid by the Company. The Company will bill the Union for all time taken and be reimbursed within sixty (60) days of receipt of the invoice.

Article 15: Health and Safety

15.01 Cooperation

Both the Company and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practises shall be governed by the Canada Labour Code and its regulations.

15.02 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.

15.03 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.

15.04 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.

15.05 Possible Ill Effects - Pregnant Employees

When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is **supported** in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the Company shall, where reasonably practicable, modify the employee's job function or reassign her after consultation with the employee and in a manner consistent with the Collective Agreement. The medical certificate must indicate the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

15.06 Health and Safety Committee

The parties agree that a member of the bargaining unit, at each location with a Health and Safety Committee, will be appointed to the Committee, if requested. With mutual

agreement, more than one (1) member of the bargaining unit will be appointed to the Committee.

15.07 Pay for Light Duties

In the case where an employee is unable to perform her duties due to injury or illness, and where the Company provides such an employee with modified duties for rehabilitative purposes for a temporary period of time, the Company will pay the employee at her regular hourly rate for all hours worked performing said modified duties.

15.08 Safety Footwear

- a) Where the Company designates mandatory use of CSA approved footwear, employees who have completed their probationary period will be entitled to be reimbursed up to \$100.00 annually for the purchase of CSA approved safety footwear. The employee must submit a receipt in order to be reimbursed.
- b) Where mandatory use of CSA safety footwear is not in effect, employees who have completed their probationary period will be entitled to be reimbursed up to \$25.00 annually for the purchase of CSA approved safety footwear. The employee must submit a receipt in order to be reimbursed.

Article 16: Overtime

16.01 General

Subject to operational and service requirements, the Company shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees. It is understood that the Company will allocate work in such a way as to minimize overtime hours.

16.02 Overtime

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

16.03 Assigning Overtime

- a) Overtime shall be allocated on the following basis:
- 1) The overtime shall first be offered to employees who normally and regularly do the work in question and who are immediately available at work.
 - 2) Where the overtime requirements are not met by following 1) above, the overtime will be offered to employees who possess the skills and qualifications required to perform the work, are immediately available at work and who have put their names on the overtime availability list.
 - 3) Where the overtime requirements are not met by following 1) and 2) above, the Company has the right to assign the overtime on a mandatory basis in reverse order of seniority. In so assigning overtime, the Company shall attempt to allocate mandatory overtime in a manner intended to equalize the requirements amongst the employees possessing the required skills and qualifications who are available at work, i.e. an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided alternatives for suitable replacement can be found.

- b) Where an employee is overlooked in the offering of overtime, the Company will offer the next applicable overtime assignment to the employee who was overlooked.

16.04 Entitlement to Overtime Compensation

An employee is entitled to overtime compensation under clauses 16.02 and 18.07 for each completed period of fifteen (15) minutes of overtime worked by her if:

- a) The overtime work is authorized in advance by the Company,
and
- b) The employee does not control the duration of the overtime work.

Article 17: Vacation

17.01 Components

Vacation comprises two parts:

- a) Vacation entitlement, i.e. time off.
- b) Vacation pay, i.e. the monies paid for the time off.

17.02 General Provisions

- a) Vacation is accumulated and taken on a calendar year basis.
- b) **As** a general rule, vacation entitlement cannot be carried over from one year to the next. If there are extenuating circumstances which may warrant a carry over of vacation, i.e. illness, etc., then a written request may be made by the employee to carry over the vacation. Where the Company grants approval the approval must be in writing with a copy to the employee's file. Employees who carry over vacation to the following year will not

- normally be granted such approval again the following year.
- c) Vacation time cannot be waived; employees must take their vacation entitlement in each calendar year.
 - d) When a general (statutory) holiday falls within the employee's vacation period, the employee will be paid for the general holiday (if eligible). Full-time employees will use four (4) vacation days in order to make up the full week. The fifth (5th) day of vacation which would normally be used to take a week's vacation will be granted at some other time convenient to both the Company and the employee. Part-time employees will be granted the vacation day saved as a result of this at some other time convenient to both the Company and the employee.
 - e)
 - i) Vacation schedules should be completed based on, the seniority of the employee, the preference of the employee, and the operational needs of the Department. The vacation schedule should not adversely affect the operations or customer service.
 - ii) Vacation schedules should be completed no later than March 15th.
 - iii) Employees who are entitled to more than two (2) weeks vacation may schedule vacation time in excess of the first two (2) weeks once all other employees have had an opportunity to schedule up to two (2) weeks vacation.
 - f) Employees will not normally be eligible to take vacation prior to Christmas Day during the week of Christmas and during the two (2) weeks prior to the week of Christmas.

- g) For part-time employees a "week of vacation" is defined to be the regularly scheduled weekly hours for the employee.
- h) Once the final, authorized vacation schedule has been posted on March 15th, an employee's vacation period which has been approved and scheduled may not be displaced by another employee.
- i) No employee shall be required to return to work after she has proceeded on vacation.
- j) Approved vacation will only be cancelled or altered in an emergency arising out of unforeseeable circumstances. The employee shall be provided with an explanation of the circumstances necessitating such action.
- k) When the Company cancels or alters a period of vacation which had been authorized and scheduled on the March 15th vacation list, the Company shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Company may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Company.

17.03 Vacation Entitlement

- a) Newly hired employee - hired prior to July 1st
 - i) Employees hired prior to July 1st are entitled to one (1) week vacation, to be taken any time after July 1st of that same calendar year.
 - ii) During the calendar year following the year an employee is hired, the employee is entitled to two weeks vacation to be taken in

- that calendar year, the second week to be taken after the employee's one year anniversary date.
- iii) In the subsequent calendar years, the employees are entitled to take their weeks of vacation as per the remainder **of** this policy.
- b) Newly hired employee - hired on or after July 1st
- i) Employees hired on or after July 1st are not entitled to any vacation during that same calendar year.
 - ii) During the calendar year following the year the employee is hired, the employee is entitled to take two weeks vacation. The first week can be taken at any time in that calendar year, while the second week cannot be taken prior to July 1st.
 - iii) In the following years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- c) Employees having more than one (1) year of continuous service but less than five (5) years of continuous service are entitled to take two (2) weeks vacation which may be taken at any time in the 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 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 calendar year.
- f) Employees having completed fifteen (15) years **of** continuous service but less than thirty (30) years of

continuous service with the Company are entitled to five (5) weeks vacation, in the calendar year.

- g) Employees having completed thirty (30) years or more of continuous service are entitled to six (6) weeks vacation, in the calendar year.

17.04 Vacation Pay - Full-Time Employees

- a) Vacation pay is accumulated in the same 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%.

- b) For each week of vacation taken, an employee will receive as vacation pay an amount equivalent to her normal weekly salary, with the exception of employees covered by e) below.
By exception to the above paragraph, an employee who is travelling on vacation may request, in writing, to receive the appropriate vacation monies the week prior to her departure. The request must be submitted at least four (4) weeks prior to the departure date.

- c) Any vacation accrual owed to the employee at the end of the calendar year will be paid out in January of the following year.
The sole exception to this will be for regular employees newly hired in that calendar year, or employees who have been authorized to carry over vacation to the following year. Such employees will have any balance owed forwarded to the vacation pay accrual for the next calendar year. Any monies owed at the end of that subsequent calendar year will be paid out in January of the following year.
- d) Employees who have been unable to take their vacation due to uncontrollable circumstances and who have not received proper authorization to carry over vacation to the subsequent year will have any vacation monies owed paid in January of the following year.
- e) Employees absent for a total of more than three (3) months in the calendar year (maternity, parental, short/long term disability, WCB, leave of absence, etc. or any combination thereof) or laid off for a total of more than one month in the calendar year will have their vacation pay pro-rated for the entire period of absence/lay-off.
An employee who, at the time she goes on vacation, has been absent for a total of more than three (3) months in that calendar year, or has been laid off for a total of more than one month, will receive a vacation pay based on the percentage accumulated in that 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 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 her next year's vacation pay pro-rated by **an** equivalent amount. A negative vacation accrual occurs if the monies paid to an employee as vacation pay in a year exceed the vacation monies earned by the employee in that year.

f) For any employees who have been absent for less than a total of three months or laid off for less than a total of one month (**as** per e) above) there will be no pro-rating of vacation pay or entitlement.

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

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.

17.05 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 she has accumulated up to that time. The amount withdrawn as vacation pay should not exceed the employee's earnings for a normal week's work and cannot be more than the actual vacation pay accumulated up to that date. The sole exception is if an employee who is taking her last week of vacation entitlement for the year has vacation pay in excess of a normal week's wages, she will be entitled to request that all outstanding vacation pay be paid out.
- c) An employee shall receive her vacation pay prior to her departure on vacation. Vacation pay should not be paid to an employee unless the employee is taking vacation.

17.06 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) unless the employee has died or is permanently laid off, in which case the excess monies will not be recouped by the Company.

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. Remembrance Day;
8. Christmas Day;
9. Boxing Day;
10. Civic Day.

18.02 Special Provisions

- a) 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 as early as possible but no later than two (2) weeks prior to the said holiday.
- b) 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. Normally where the Company exercises this right it will be to observe the general holiday on a day adjacent to the weekend.

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 her regular hours worked during the four (4) pay weeks preceding the day that payroll, is calculated for the week wherein the general holiday occurs or the remuneration for her regularly scheduled hours for the shift which is designated as her general holiday, whichever is greater.
- b) Payment for a holiday to a full-time employee is based on the normal remuneration for her regularly scheduled hours for the shift which is designated as her general holiday.

18.04 General Holidays During Vacation

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

However, where the employee wishes to prolong her vacation period in the above-described circumstances, her intention to this effect must accompany her vacation preference submitted to the Company as outlined in Article 17.

18.05 Overtime Following a General Holiday

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

18.06 Conditions to the Payment of the General Holiday

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

- a) She has been in the employment of the Company for at least thirty (30) calendar days prior to the date of the general holiday;
- b) She has worked her complete working day immediately preceding the said general holiday or **her** complete working day immediately following the said general holiday, unless:
 - i) Her absence from work on one or the other of the said days has been the object of prior authorization from her immediate supervisor;
 - ii) Her absence from work on one or the other of the said days is in virtue of a right recognized under the present Collective Agreement.

And

- c) Without limiting the generality of 18.06 a) and b) it is understood that an employee who is on lay off, suspension, absent due to illness or injury, or on leave without pay on both the full working day immediately preceding and the full working day immediately following a designated holiday is not entitled to pay for the holiday. However, it is agreed

that should an employee utilize a personal day on both the working day immediately preceding and the working day immediately following a designated holiday, she will be paid for the holiday.

18.07 Compensation for Work on a General Holiday

Any employee who works on a shift which has been designated as a general holiday for that employee, as per the provisions of this article, shall be paid at time and a half (1 1/2) her regular hourly wage rate for the hours she actually works on the general holiday or a minimum of three (3) hours at time and a half (1 1/2), whichever is greater, in addition to receiving her regular hourly wage rate for her regularly scheduled hours of work upon the said day.

Article 19: Special Leaves

19.01 Bereavement Leave

- a) In the event of the death of her mother, father, spouse (including common law spouse) or of one of her children (including step-children or wards of the employee), an employee has the right to a bereavement leave during the working days falling within the five (5) days immediately following that of the death;
- b) In the event of the death of any other member of her immediate family, an employee has the right to a bereavement leave during the working days falling within the three (3) days immediately following that of the death;
- c) An employee who has completed three (3) consecutive months of continuous employment with the Company **and** who has the right to a bereavement leave provided for in paragraphs a) or

- b), has the right to be paid for such leave at her regular hourly rate for her regular scheduled hours of work in her position;
- d) The expression "immediate family" means, in relation to the employee, her father, mother, sisters, brothers, father-in-law, mother-in-law, grandparents, son-in-law, and daughter-in-law, as well as any relative permanently residing in the employee's household or with whom the employee permanently resides;
- e) The Company may require that an employee provide satisfactory proof of death in order to establish her right to be paid for the bereavement leave;
- f) An employee may request to extend the time allowed for bereavement leave.

19.02 Jury Duty and Witness

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

19.03 Child Care Leave

a) Maternity Leave

i) Entitlement

An employee who has completed six (6) consecutive months of employment and who **has** provided the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, is entitled to a leave of absence without pay of up to seventeen (17) weeks. Such leave may not begin earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

ii) Advance Notice

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

iii) Notice of Change

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

iv) Time Spent on Leave

Time spent on such leave shall be counted for pay increment and seniority purposes. The Company and employee will continue to pay their respective share of contributions

to the benefits specified in Section 209.2 of Part III of the Canada Labour Code and the Company will then provide the appropriate coverage, specifically pension, health and disability benefits.

b) Parental Leave

i) Eligibility for Parental Leave

An employee who has completed six (6) months of continuous employment is entitled to a leave of absence without pay of up to thirty-seven (37) weeks where the employee has or will have the actual care and custody of the newborn child.

ii) Commencement of Leave

This leave without pay shall commence and end within the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

iii) Notice by Employee

An employee who requires a parental leave of absence shall provide the Company with at least four (4) weeks notice in writing unless there is a valid reason why such notice cannot be given and inform the Company of the length of leave that the employee intends to take.

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

iv) Company may Request Birth Certificate

- The Company may require the employee to submit a copy of the child's birth certificate.
- v) Combined Leave by an Employee Couple
Parental leave without pay taken by two (2) employees (married or common law spouses) shall not, in respect of the birth of the same child, exceed a total of thirty-seven (37) weeks.
 - vi) Time Spent on Leave
Time spent on such leave shall be counted for pay increment and seniority purposes. The Company and employee will continue to pay their respective share of contributions to the benefits specified in Section 209.2 of ~~Part~~ **Part III** of the Canada Labour Code and the Company will then provide the appropriate coverage, specifically pension, health and disability benefits.
- c) Adoption Leave
- i) Advance Notice by Employee
An employee who intends to request adoption leave shall notify the Company as soon as the application for adoption has been approved by the adoption agency.
 - ii) Granting of Leave
An employee who has completed six (6) months of continuous employment may request adoption leave without pay, in writing, at least four (4) weeks prior to the acceptance of custody of a child below the age of majority unless there is a valid reason why such notice cannot be given and, subject to section (iii) of this clause, shall be granted adoption leave without pay for a period of up to thirty-seven (37) weeks

within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

iii) Proof of Adoption

The Company may require an employee to submit proof of adoption.

iv) Combined Leave **By** an Employee Couple

Adoption leave without pay utilized by two (2) employees (married or common law spouses) in conjunction with the adoption of a child shall not exceed a total of thirty-seven (37) weeks for both employees combined.

v) Notice of Change

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

vi) Time Spent on Leave

Time spent on such leave shall be counted for pay increment and seniority purposes. The Company and employee will continue to pay their respective share of contributions to the benefits specified in Section 209.2 of Part III of the Canada Labour Code and the Company will then provide the appropriate coverage, specifically pension, health and disability benefits.

19.04 Other Leaves

- a) 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.

- b) The provisions of Compassionate Care Leave outlined in the Canada Labour Code shall be adhered to.

19.05 Birth or Adoption of a Child

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

19.06 Examination Leave

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

19.07 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

At the written request of an employee, a leave of absence without pay of up to six (6) months shall be provided for the care and nurturing of pre-school age children. An employee can only avail herself of this provision twice during her entire employment with the Company. Such a leave must be requested at least three (3) months prior to its commencement. In unforeseeable circumstances where lesser notice is provided, the Company will make every effort to accommodate the employee's request given operational considerations.

Article 20: Benefits Program

20.01 Benefits Program

- a) The Company agrees that the benefits program in force, at the date of ratification of this agreement, shall be maintained for the duration of the agreement. The cost of such benefits program is paid for by the Company, with the exception of the optional life insurance plan for which the eligible employee pays the cost if such coverage is desired. 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) All regular employees regularly scheduled for twenty-eight (28) hours or more who have three (3) months or more of regular service will be eligible for the benefits program (excluding dental benefits). Eligibility for dental benefits is after twelve (12) months or more of regular service.
- c)
 - (i) All part-time employees who have twelve (12) months or more of regular service and who are regularly scheduled for more than twenty (20) hours per week and less than twenty-eight (28) hours, shall be eligible for the benefits program (including dental benefits).
 - (ii) **If** a part-time employee, who is regularly scheduled to work more than twenty (20) but less than twenty-eight (28) hours per week, has her regularly scheduled hours increased to twenty-eight (28) hours or more as a result of the Quarterly Review outlined in Article 10.06, she will then be covered by the same eligibility requirements as noted in 20.01 (b).

- d) (i) 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 have twelve (12) months or more of regular service. The specific benefits to which such employees are eligible are Dental and Health Care benefits. Benefits such as Weekly Indemnity, Long Term Disability, Life Insurance, and AD&D do not apply to such employees. By the fifteenth (15th) day of January, April, July, and October of each year (i.e. quarterly) the Company will review the actual hours worked for each employee in the previous quarter, to determine benefit eligibility for the new quarter.
- (ii) If a part-time employee, who is regularly scheduled for twenty (20) hours or less per week, has her regularly scheduled hours increased to twenty (20) hours or more as a result of the Quarterly Review outlined in Article 10.06, she will then be covered by the applicable eligibility requirements as noted in 20.01 (b) or (c).
- e) Employees becoming eligible for benefits under 20.01 (d), shall only be reimbursed through receipt submission.

20.02 Modifications

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

20.03 Pension

The Company agrees to continue the pension plan in effect at the date of ratification of this agreement, but has the right to improve the pension benefits if and when it sees fit. Employees will be provided annual pension statements.

20.04 Brochures

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

20.05 Voluntary Early Retirement/Severance

At the Company's discretion, a voluntary early retirement or a separation incentive may be offered at any time to any employee. Where the Company meets with an employee to advise them of such opportunities, the employee may request and be represented by a Union representative.

Article 21: Personal Days

21.01 Calculation

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

An absence by reason of a paid leave provided for in the Collective Agreement does not interrupt the "complete month of work".

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

calendar year. Any lengthier absence will lead to a pro-rating of personal day entitlement.

21.02 Utilization

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

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

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

21.03 Payment

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

21.04 Personal Day Table

In the application of clause 21.01, 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

21.05 Personal Days. Part-Time

In order to be eligible for personal days the regular 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:

<u>Average # of Weekly Hours Worked in Previous Year</u>	<u>Personal Day Entitlement</u>
37.5	5
35.0	4
32.5	3
30.0	2
20.0	1
<20.0	0

21.06 Termination - Payment

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

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

Article 22: Joint Consultation

- 22.01 The parties acknowledge the mutual benefits to be derived from joint consultation on matters of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety Committee. For this purpose, the parties agree to establish a Union-Management Joint Consultation Committee (UMC).
- 22.02 UMC meetings will be held when required, with no less than once every three (3) months, by agreement of the Human Resources Manager and the President of the Local Union, or their designated representatives.
- 22.03 No UMC meeting will be official unless at least two (2) members from each party are able to attend, including the Human Resources Manager and the President of the Local Union, or their designated representatives.
- 22.04 The UMC will have no authority to amend or alter the Collective Agreement.

- 22.05 Minutes of UMC meetings will be jointly prepared during the meeting, signed by the committee members and posted in all worksites.
- 22.06 Union members of the UMC will not lose any regular wages for the purpose of attending UMC meetings.

Article 23: Duration and Renewal

- 23.01 a) Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed and do not have retroactive effect.
- b) The Collective Agreement will terminate on the 31st day of December, 2012.
- c) All terms and conditions of the present agreement shall remain in effect until the signing of a new Collective Agreement.

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

THE PUBLIC SERVICE ALLIANCE OF CANADA PUROLATOR COURIER LTD.

Luc Guevrémont Ian Candlish
Luc Guevrémont Ian Candlish

Jo-Anne Oberg Chris Faulkner
Jo-Anne Oberg Chris Faulkner

Karen Hirst Ryan Kuramoto
Karen Hirst Ryan Kuramoto

Joanne Hay Aino Zlamal
Joanne Hay Aino Zlamal

Janelle Ho-Shing Karen Gill
Janelle Ho-Shing Karen Gill

Richard L. Des Lauriers
Richard L. Des Lauriers

Kay Sinclair
Kay Sinclair

Appendix "A" - Wages

Effective the first Monday in January 2009, current and new employees will be paid in accordance with the wage scale outlined below:

	Effective First Monday in Jan. 2009	Effective First Monday in Jan. 2010	Effective First Monday in Jan. 2011*	Effective First Monday in Jan. 2012*
Level 2				
0-3 months	13.07	13.46	14.17	14.95
4-12 months	13.92	14.33	15.09	15.91
13-18 months	14.95	15.39	16.20	17.09
19-24 months	15.98	16.45	17.32	18.27
More than 24 months	17.04	17.55	18.47	19.48

	Effective First Monday in Jan. 2009	Effective First Monday in Jan. 2010	Effective First Monday in Jan. 2011*	Effective First Monday in Jan. 2012*
Level 1				
0-3 months	15.59	16.06	16.91	17.84
4-12 months	16.44	16.93	17.82	18.80
13-18 months	17.38	17.90	18.84	19.87
19-24 months	18.12	18.66	19.64	20.72
More than 24 months	18.58	19.14	20.14	21.25

* Includes special equity adjustment

Appendix "B"

Classifications and Wage Levels

<u>Classification</u>	<u>Wage Level</u>
Operations Check In	
Support Representative	2
Receptionist	2
F.M.R. Data Entry	
Support Representative	2
Depot Support Representative	2
Shipping Support Representative	2
Retail Sales Representative	2
Garage/Receptionist	2
Customer Service Representative	1
Senior Support Representative	1
Administrative Assistant	1

Appendix "C" - Letters of Understanding

Letter of Understanding No. 1


between

Purolator Courier Ltd.

and

The Public Service Alliance of Canada

With mutual agreement between the Company and employee, an employee 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 (1 1/2) 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 No. 2

between

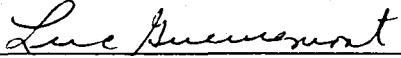
Purolator Courier Ltd.

and

The Public Service Alliance of Canada

In December of each year, all 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, parental and adoption leave) shall be eligible to receive a Christmas Bonus as follows:

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



For the Union



For the Company

Letter of Understanding No. 3

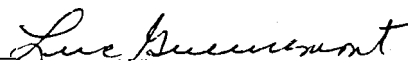
between

Purolator Courier Ltd.


and

The Public Service Alliance of Canada

Subsequent to the signing of the Collective Agreement, the Company and the Union agree to meet and review the benefits associated with pre-arbitration discussion.



For the Union



For the Company

Letter of Understanding No. 4

between

Purolator Courier Ltd.

and

The Public Service Alliance of Canada

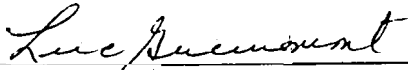
The Company agrees that leave without pay to attend to Local Union business will be provided to the Local Union President on the following basis:

- a) Once she has requested that the leave commence, she will be granted two (2) days leave per week. The days will be decided by the Company after consultation with her.
- b) She must provide the Company with at least ten (10) working days written notice if she decides to terminate this leave and return to regular duties.
- c) During the two days she is on leave, she will be away from the work site and will not interfere in the Company's operations in any way.
- d) Given that she will not be available for an entire week's schedule, it is understood that the Company may require her to do a variety of bargaining unit work during the time she is at work.
- e) It is understood that while she is on such a schedule (ie. two days leave per week), she will be able to post for other positions on the condition that, if she is successful in obtaining another position, the provisions of this letter will no longer apply and her two days leave per week will cease, unless the

Company determines that it is able to modify the new position appropriately.

f)

In the event that she exercises her right to return to regular employment, she will be returned to her previous position and schedule unless it has been eliminated in which case she will be able to displace another employee as per the provisions of the displacement procedure in Article 11.



For the Union



For the Company

Letter of Understanding No. 5

between

Purolator Courier Ltd.

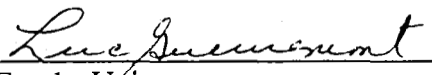
and

The Public Service Alliance of Canada

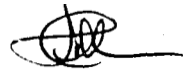
The employees performing the relief function will be used to perform work in any classification for temporary fluctuations in volume, absenteeism, temporary vacancies or emergencies. Relief employees will have a weekly schedule of guaranteed hours which is the number of hours per week the employee will work as a minimum.

The weekly schedule of guaranteed hours can be changed by giving the relief employee notice of the change during the week **prior** to the week the change **is** effective.

For the purposes of layoff and payroll administration only, relief employees will be classified as Depot Support Representatives.



For the Union



For the Company

Letter of Understanding No. 6


between

Purolator Courier Ltd.

and

The Public Service Alliance of Canada

The parties agree that during UMC meetings, as outlined in Article 22 of the collective agreement, the parties may discuss the Company Benefit Plan and provide suggestions and recommendations on how *to* improve the plan.


For the Union


For the Company

Letter of Understanding No. 7

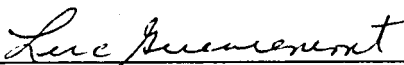
Between

Purolator Courier Ltd.

And

Public Service Alliance of Canada

As discussed during 2009 bargaining the parties are committed to the Health and Safety of all employees. The Company specifically commits to ensure security cameras will be installed in all stand-alone retail stores by December 31, 2009. In addition, the installation of panic buttons in stand-alone retail stores will be completed by December 31, 2010.



For the Union



For the Company

Letter of Understanding No. 8

Between

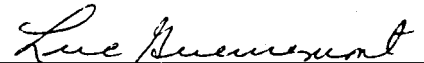
Purolator Courier Ltd.

And

Public Service Alliance of Canada

The Company and the Union may meet up to four **(4)**times a year on pre-scheduled dates that may not be changed by anybody other than the Director, Human Resources and Labour Relations for Purolator Courier and the National President, UPCE for the Union. Minutes of these meetings will be transmitted to the Director, Human Resources and Labour Relations for Purolator Courier and the National President, UPCE for the Union. The purpose of these meetings is to discuss labour relations issues other than grievances.

Dates for these meetings will be scheduled between the Director, Human Resources and Labour Relations for Purolator Courier **and** the National President, UPCE for the Union.



For the Union



For the Company

Letter of Understanding No. 9

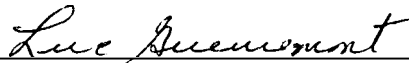
Between

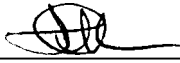
Purolator Courier Ltd.

And

Public Service Alliance of Canada

The Company agrees to continue its current practice whereby employees required by the Company to use their personal vehicle for Company business shall be entitled to an allowance of \$0.39 per kilometre. However, should the allowance be increased as per Purolator's Corporate Travel and Expense Policy, the Company agrees to pay the higher rate.


For the Union


For the Company

Letter of Understanding No. 10

Between

Purolator Courier Ltd.

And

Public Service Alliance of Canada

As discussed during 2009 bargaining, the parties will meet every year to discuss any changes to vacation scheduling practices for the upcoming year. Discussion will take place during an agreed upon Union Management Committee Meeting (UMC) prior to the end of the current year.



For the Union



For the Company