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Collective Agreement

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And

Teamsters Local 927

Dartmouth Clerical
Expires July 1, 2001

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all office ~~employees of Purolator Courier Ltd. working at or out of the Dartmouth, Nova Scotia,~~ ^{dept} ~~excluding~~ supervisors and those above the rank of supervisor, sales staff, district manager, district manager's secretary, field service engineer, payroll support representative, regional fleet manager, IT automation system representative, human resources manager, and human resources assistant.

- 2.02 Exclusive Agreement

No particular agreement relating to working conditions other than those provided for in the present agreement, between an employee and the Company, is valid unless it has received the written approval of the officers duly mandated by the Union and the Company.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the exclusive rights of the Company to operate its establishment, machinery and equipment and to manage its undertakings as it sees fit, subject only to the restrictions imposed by law or by the provisions of the present collective agreement.

Without limiting the generality of the foregoing, the Union recognizes that it is the Company's right:

- a) to administer its undertaking, including the right to study and introduce new methods of work, to increase or reduce its personnel, as well as to establish and modify the schedules of work of employees;
- b) to demote, discharge, reprimand, suspend and discipline for just cause;
- c) to maintain order, discipline, productivity and output;
- d) to hire ~~or~~ transfer;
- e) to make, modify and implement reasonable regulations, policies and procedures to be observed by the employees.

In the exercise of its management rights, the Company shall comply with the provisions of the present agreement and the paragraphs above shall not deprive employees or the Union of the right to have recourse to the grievance and arbitration procedure provided for in the present agreement.

- b) The Union Business Agent will be advised, in writing, of any new regulations or policies or modifications thereof, at least seven (7) days in advance of the implementation date. The Company is committed to take the necessary measures available to it to advise the employees of any such new or modified regulation or policy, including potentially distributing written notices with the employees' pay cheques. A notice will also be posted on the employee bulletin board.

ARTICLE 6 - UNION SECURITY

6.01 Maintenance of Membership

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

6.02 Union Membership

New employees within the bargaining unit shall, as a condition of employment, become members of the Union and receive a copy of the Collective Agreement.

6.03 Union Dues

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

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

6.04 Arrears

The Union will notify the Company in writing of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as 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 Local Union's rate.

6.05 Authorization Forms
The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms and Health and Welfare Enrollment Forms, all of which shall be signed by all new employees on the date of hire. The Company will forward all completed Application for Membership Forms **and** Health and Welfare Forms to the Union. All forms shall be returned to the Union within thirty (30) calendar days from the date of hire.

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

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

ARTICLE 7- UNION REPRESENTATION

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

7.02 Negotiation Committee
In the four months preceding the expiration of the Collective Agreement, the parties agree to determine the number of employees to be allowed to absent themselves from their work, without loss of salary **and** benefits, for the negotiation sessions with the Company held within working hours.

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

7.04 The Union Business Agent
a) The Union Business Agent may participate in any joint meeting held between the Union and the Company.

- b) After notifying a member of site management, the Union Business Agent may meet, in the establishment, any employee, Union steward or officer, without interrupting normal operations. These meetings will be conducted outside of the working hours of the employee concerned and / or the Union steward.

7.05 Shop Stewards

The Union may appoint two (2) stewards and one (1) alternate. The appointment of more stewards requires the consent of both the Company and the Union. Shop stewards may inquire about any grievance originating from their establishment and assist any employee who wishes to make one. However, a steward must, prior to leaving her position of work, obtain the authorization of her supervisor, which shall not be unduly refused. The supervisor will authorize the period of time during which the shop steward may be absent from her work to inquire about the grievance.

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

Shop stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure.

7.06 Union Leave of Absence

In the event that the Union requires the services of one (1) or more of its members as business agent, the employee(s) chosen shall have the right to a leave of absence without pay for the duration of the Collective Agreement. The employee(s) shall continue to accumulate seniority during such a leave. An employee on such leave must advise the Company, in writing, at least thirty (30) days in advance, of the date on which he will be returning to work as a regular employee.

7.07 Labour Relations Meetings

Labour Relations meetings will be held to discuss any questions of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety Committee. These meetings shall occur on a quarterly basis if required.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties to this agreement are agreed that it is their intention to settle grievances in the shortest reasonable time period. A grievance is defined as any difference arising out of the interpretation, application or alleged violation of the Collective Agreement.

8.02 Grievances authorized by this agreement are to be submitted in a timely manner and shall be adjusted and settled as follows:

8.03 Verbal Step

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

8.04 Written Step

The employee concerned and/or a steward must submit the grievance in writing to the person designated by the Company within the ten (10) working days following knowledge of the facts or the decision leading to the grievance. The grievance form must be signed by the employee. In the event where a grievance is submitted to the written step in conformity with the present clause, and where the verbal step was not completed, the employee must ensure that she complies with the verbal step in the two (2) working days following notification by the Company. During these two (2) working days, the time limits set out in the written step will be suspended.

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

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

8.05 Suspension or Dismissal

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

8.06 Union Grievance

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

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

8.07

Company Grievance

Any grievance submitted by the Company will be filed at the written step of the grievance procedure by submitting it in writing to the Union business agent, or in her absence, the principal officer of the said Union, within the ten (10) working days following knowledge of the fact giving rise to the grievance. Within the ten (10) working days following receipt of the grievance by the Union, the Union shall meet with the Company **to** discuss and attempt to settle the grievance. The Union must give its response to the grievance in writing within the ten (10) working days following the said meeting or the expiry of the time limit set to hold the said meeting.

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

8.08

Written Statement of the Grievance

a) Written Statement:

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

b) Rejection of a Grievance:

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

8.09

Mutual Agreement in Writing

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

8.10

Extensions and Time Limits

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

8.11

Payment of Grievance Settlement

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

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

ARTICLE 9 - ARBITRATION

- 9.01 Notice of Arbitration
Where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party within the time limit provided for in Article 8.
Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 8 of the present agreement. Moreover, any grievance is prescribed and is **not** arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided ~~or~~ in the present Collective Agreement.
- 9.02 Appointment of an Arbitrator
The grievance shall be submitted to a sole arbitrator mutually agreed upon by the parties. **In** cases whereby several cases of a disciplinary nature are the subject of grievances for **an** employee or a group of employees, the parties may agree to have them heard individually by the same arbitrator. Should the parties be unable to mutually agree upon an arbitrator, either party may request the Minister of Labour to appoint one.
- 9.03 Final and Binding Decision
The arbitrator's decision shall be final and bind the Company, the Union and the employees concerned, The arbitrator shall not be authorized to alter, modify or amend any part of this agreement, nor to render any decision incompatible with the provisions of this agreement, nor to consider any matter not pertaining to ~~the~~ present agreement.
- 9.04 Fees and Expenses
The parties will bear equally the fees and expenses of the arbitrator.
- 9.05 Burden of Proof
In the case of disciplinary measures or of administrative dismissal being the object of a grievance, the Company shall bear the burden of proof.
- 9.06 Disciplinary Measures
An arbitrator may, in the case of discharge or of disciplinary measures imposed on employees having acquired seniority rights, confirm, modify or annul the decision of the Company, or, as the case may be, substitute any other sanction which appears to him to be just and reasonable under the circumstances.

ARTICLE 10 – DISCIPLINARY MEASURES

- 10.01 Discipline
It is recognized that the imposition of discipline is the exclusive right of the Company.
In the interests of both the employee and the Company it is agreed that the discipline of a one (1) day and three (3) day suspension will be in writing only and no time off will be served.
- 10.02 Time Limit for Imposition of a Disciplinary Sanction
The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee in the five (5) working days of the employee's regular schedule following the incident or knowledge of such incident by the Company; otherwise, this sanction shall be rendered null and void, without effect and illegal for the purposes of the present agreement. Nonetheless, this time period can be extended to ten (10) working days of the employee's regular schedule, following notice by the Company to the Local Union to the effect that additional time is required to complete its inquiry.
In the case of a criminal investigation, this time period will not commence until all the facts of the investigation have been determined.
- 10.03 Contents and Delivery of the Confirmation of Discipline
A written confirmation of discipline addressed to the employee concerned must state the reasons for the disciplinary sanction with a copy transmitted simultaneously to the Union business agent and to the steward concerned.
Moreover, the employee concerned must sign a statement attesting receipt of the **said** confirmation. Her signature does not constitute an acceptance of the disciplinary measure, but only receipt of the written confirmation.
- 10.04 Presence of a Union Steward
Any employee covered by this agreement who is called into the Company's office for any discussions pertaining to disciplinary or administrative measures or during an investigation by the Loss Prevention Department which could result in disciplinary measures for the employee shall have the right, upon request, to be represented by a steward.
- 10.05 Prescription
A disciplinary measure becomes null and void twelve (12) months after the date of the imposition of the discipline for all full time employees and part time employees regularly scheduled for twenty-five (25) hours or more per week, and twenty-four (24) months after the date of the imposition of the discipline in the case of part time employees regularly scheduled for less than twenty-five (25) hours per week.

'ARTICLE11 - SENIORITY

- 11.01 Seniority shall be established after completion of the probationary period.
- 11.02 In this agreement "seniority" means the length of continuous service, calculated from the date of last hire, within the bargaining unit.
- 11.03 A seniority list for each depot shall be revised twice a year following the signing of the Collective Agreement and will be posted in the depot concerned. A revised copy is to be sent to the Local Union and the Steward.
- 11.04 Loss of Employment and Seniority
Seniority shall terminate and an employee shall cease to be employed when the employee:
- a) voluntarily resigns;
 - b) is discharged and is not re-instated through the grievance procedure or arbitration;
 - c) **if she does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if she does not return to work within the delays therein provided, without valid reason;**
 - d) if she has been laid-off for a consecutive period of twelve (12) months, unless the employee has five (5) or more years of seniority at the time of layoff in which case recall rights will continue for eighteen (18) consecutive months;
 - e) is absent from work for more than two (2) consecutive working days without the authorization of her immediate supervisor or other member of management, or without valid reason;
 - f) uses a leave of absence for a purpose other than that for which the leave was granted;
 - g) fails to return to work upon completion of an authorized leave of absence or vacation without a valid reason; or
 - h) **if she is absent from work by reason of illness or accident, other than a work-related accident, until such time as the short or long term disability benefits run out or until a physician, mutually agreed to by the parties, provides a medical prognosis which establishes that the employee will be unable to resume her regular duties;**
 - i) if she is absent from work, for a consecutive period of twenty-four (24) months, by reason of a work-related accident or illness for which the WCB pays benefits, the whole subject to the law. The twenty-four (24) month period will be extended ~~or~~ up to three (3) additional months if, prior to the expiry of the twenty-four (24) months, the employee provides a medical prognosis which establishes that she will be able to resume her duties within the three (3) month extension.
- 11.05 Identical Seniority Dates
In cases of identical seniority dates, seniority shall be determined by draw. This clause is not retroactive to the signing of this collective agreement.

- 11.06 Position Outside the Bargaining Unit
An employee who accepts a position outside the bargaining unit accumulates her seniority during a period of ninety (90) calendar days from the effective date of her move into the new position. 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.

ARTICLE 12 - PROBATIONARY PERIOD

- 12.01 Duration
The probationary period for a full-time and part-time employee consists of sixty (60) days effectively worked within any consecutive period of four (4) months.
- 12.02 Coverage under the Collective Agreement during the Probation Period
During the probationary period provided for in clause 12.01, an employee is entitled to the advantages provided for in the present Collective Agreement, except as otherwise provided. However, it is acknowledged that in the case of discharge, an employee on probation may not avail herself of the grievance or arbitration procedure.
- 12.03 End of Probation - Seniority Lists
Upon completing her probationary period, an employee shall have her name entered on the seniority list, effective from the first day of her probationary period, and may exercise her seniority rights in the manner provided for in the present Collective Agreement.

ARTICLE 13 – JOB POSTINGS

- 13.01 All bargaining unit vacancies of more than three (3) months shall be posted for a period of three (3) working days. The posting shall show the position title, the qualifications required, and the wage level.
Temporary vacancies shall be defined as vacancies of more than three (3) months and up to six (6) months, after which the position shall be posted as a permanent position, except in the case of maternity leave. Except in the case of maternity leave, an employee returning to the workplace having been absent for a period of greater than six (6) months shall exercise her bumping rights in accordance with her seniority as per Article 14.01.
- 13.02 Applicants for a posted position shall apply in writing to the Company.
- 13.03 When filling vacancies, the Company will initially review only the applications of the members of the bargaining unit and shall process such applications to the extent necessary to determine if any such member or members have the skill and qualifications required to fill the position. If no such member is found to be qualified, then the Company may consider and hire outside applicants.

13.04 In all posted vacancies the Company will apply the principle of seniority subject to the employee having the skill and qualifications to perform the required work. The name of the successful candidate will be posted. Unsuccessful candidates will, upon request, be advised in writing of the reasons why they were unsuccessful.

13.05 Posting Results

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

13.06 Familiarization

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

ARTICLE 14 – LAYOFF AND RECALL

14.01 An employee, after being notified of a layoff, may exercise her seniority rights and "bump" the most junior employee in an equal or lower paying position provided she has the qualifications to perform the required work.

- 14.02 It is agreed that a reduction in hours leading to a change in status from full-time to part-time, or a permanent reduction of five (5) or more hours per week, will be considered a layoff for the purposes of clause 14.01.
- 14.03 Laid off employees will be recalled to work in order of seniority, subject to their possessing the skills and qualifications required by the Company.

ARTICLE 15 - HOURS OF WORK

- 15.01 Definition
The normal daily hours of work for full-time employees shall be seven and one-half (7 ½) hours. The normal work week for full-time employees shall consist of thirty-seven and one-half (37 ½) hours. An employee who is regularly scheduled for less than thirty-seven and one-half (37 ½) hours per week is considered to be a part-time employee.
Part-time and full-time employees are considered to be regular employees.
- 15.02 Daily hours of work may be adjusted according to the needs of the business. Notice of changes will be given to employees as soon as possible.
- 15.03 Work Week
Days of work shall not be permanently changed without a minimum of five (5) days notice provided to the employee in written form with a copy to the shop steward and the Union.
- 15.04 Hours of Work
The Company agrees to optimize operations, such that where full-time positions can be created by combining and reorganizing hours, that such steps as are necessary shall be taken to create full-time positions. Additionally, the Company commits to creating schedules of the greatest number of hours as is operationally possible when creating schedules.
The application, understanding and interpretation of this clause is to create such positions/schedules based on optimizing service, productivity and employee/customer satisfaction and only where it is clear that there is an immediate and ongoing need for the creation of a position or increase in the schedule of an existing position.

ARTICLE 16 - OVERTIME

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

16.02

Overtime

- a) **An** employee who is not scheduled to perform **work**, but who at the request **of** the Company, performs **work on** a sixth (6th) shift shall be paid one and one half (1 ½) times her regular hourly wage ~~€~~ for all such time worked.
- b) **An** employee who **is** not scheduled to perform work, but who at the request of the Company, perform work on a seventh (7th) shift shall be paid two (2) times her regular hourly wage for all such time worked.

16.03

Extra Work

- a) Overtime work that may be required is assigned by the Company in the most economical **and** efficient manner possible and then **in** order of seniority. The Company will have extra work performed at straight time rates whenever possible. In establishing the **most** economical manner, the employee's position **on** the wage scale shall not be considered as a factor.
- b) Keeping in mind clause a) above, where extra **work** is required it **will** be offered as follows:
 - i) Firstly by seniority amongst the employees in the **same** job position, present at work **on** the same shift where the need occurs.
 - ii) Secondly by seniority amongst the employees who possess the required skills and qualifications and **who** are present at work on the same shift where the need occurs, and who have placed their name on the availability list.
 - iii) Where the extra work requirements are not **met** by following i) and ii) above, **the** Company has the right to assign the extra work on a mandatory basis in reverse order of seniority.

16.04

Callbacks

A minimum **of** four (4) hours pay at overtime rates will be paid to full-time employees, and a minimum of four (4) hours pay at regular rates will be paid to part-time employees **in** the case **of** a call-back. **A** call-back occurs when an employee is called into work, without prior notice, after having completed her regular scheduled hours of work and after having left the Company premises. This clause does not apply to employees who have placed their name on the availability list.

ARTICLE 17 – GENERAL HOLIDAYS

17.01

General Provision

The parties agree that the following days shall be considered general holidays and non-working days for the duration of the present agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	

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

17.02

Special Provisions

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

Moreover, when 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 general holiday shall be observed on a day other than that upon which it falls.

17.03

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 employ of the Company for at least thirty (30) calendar days prior to the date of the general holiday;
- and
- b) she has worked her complete working day immediately preceding the said general holiday as well as her complete working day which immediately follows the said general holiday, unless:
 - i) her failure to work one or the other of the said days was the object of a prior authorization from her immediate supervisor;
 - ii) her failure to work one or the other of the said days results from an absence by reason of illness or accident and that the employee remits, at the Company's request and upon her return to work, a medical certificate indicating a visit to the doctor on the day of the absence;

- iii) her absence from work on one or the other of the said days is in virtue of a right recognized under the present collective agreement.

17.04 Exceptions

- a) An employee shall not be paid for a general holiday that occurs during a leave without pay or suspension, unless the suspension is withdrawn through the grievance or arbitration procedure.
- b) Employees who are absent by reason of illness or accident or who are on lay off when a general holiday falls, shall not receive payment for the said general holiday.

17.05 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 vacation day 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 his vacation preference submitted to the Company as outlined in Article 18.

17.06 Work on the 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 Article 17, shall be paid at time and a half (1 1/2) her regular hourly wage rate for the hours she actually works on the general holiday in addition to receiving her regular hourly wage rate for her regularly scheduled hours of work upon the said day.

17.07 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 this article.

ARTICLE 18 – VACATION

18.01 Components

Vacation is comprised of two parts:

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

18.02 General Provisions

- a) Vacation is accumulated and taken on a payroll calendar year basis. The payroll calendar year is defined to start on the first payroll week of the year and conclude on the last payroll week of the year. The Company will advise all employees of the payroll year start and end dates.

- b) As a general rule, vacation entitlement cannot be carried over from one year to the next. If there are extenuating circumstances which may warrant a carry over of vacation, i.e. illness, etc., then a written request may be made by the employee to carry over the vacation. Where the Company grants approval the approval must be in writing with a copy to the employee's file. Employees who carry over vacation to the following year cannot use that privilege again the following year.
- c) Vacation time cannot be waived; employees must take their vacation entitlement in each payroll calendar year.
- d) When a general (statutory) holiday falls within the employee's vacation period, the employee will be paid for the general holiday (if eligible). Full-time employees will use four (4) vacation days in order to make up the full week. The fifth (5th) day of vacation which would normally be used to take a week's vacation will be granted at some other time convenient to both the Company and the employee. Part-time employees will be granted the vacation day saved as a result of this at some other time convenient to both the Company and the employee.
- e)
 - i) Vacation schedules should be completed taking into account, the preference of the employee, the service of the employee, and the operational needs of the Department. The vacation schedule should not adversely affect the operations or customer service.
 - ii) Vacation schedules should be completed no later than March 15th and should be communicated to employees no later than April 30th.
 - iii) Employees who are entitled to more than two (2) weeks vacation may book all vacation at once but, may only schedule three (3) weeks vacation between May 1 and September 30 until all other employees have had an opportunity to schedule up to two (2) weeks vacation, between May 1 and September 30. However, employees who are entitled to five (5) weeks vacation may book all vacation at once but, may only schedule three (3) weeks vacation between May 1 and September 30 until all other employees have had an opportunity to schedule up to two (2) weeks vacation, between May 1 and September 30.
- 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.

18.03

Vacation Entitlement

- a) Newly hired employee - hired prior to July 1st
 - i) Employees hired prior to July 1st are entitled to one (1) week vacation, to be taken any time after July 1st of that same payroll calendar year.

- ii) During the payroll calendar year following the year an employee is hired, the employee is entitled to two (2) weeks vacation to be taken in that payroll calendar year, the second week to be taken after the employee's **one** year anniversary date.
- iii) In the subsequent payroll calendar years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- b) Newly hired employee - hired on or after July 1st.
 - i) Employees hired on or after July 1st are not entitled to any vacation **during** that same payroll calendar year..
 - ii) During the payroll calendar year following the year the employee is hired, the employee is entitled to take two weeks vacation. The first week can be taken at **any** time in that calendar year, while the second week cannot be taken prior to July 1st.
 - iii) In the following years, the employees are entitled to take their weeks of vacation as per the remainder of **this** policy.
- c) Employees having more than **one** (1) year of continuous service but less than five (**5**) years **of** continuous service are entitled to take two (2) weeks vacation which may be taken at any time **in** the payroll calendar year with the exception of the employees still in a) or b) above.
- d) Employees having completed five (5) years of continuous service but less than ten (10) years **of** continuous service with the Company are entitled to **three** (3) weeks vacation, **in** the payroll calendar year.
- e) Employees having completed ten (10) years of continuous service but less than fifteen (**15**) years of continuous service with the Company are entitled to four (**4**) weeks vacation, in the payroll calendar year.
- f) Employees having completed fifteen (15) years or more **of** continuous service are entitled to five (5) weeks vacation, **in** the payroll calendar year.

18.04

Vacation Pay - Full-The Employees

- a) Vacation pay is accumulated in the same payroll calendar year as the entitlement is taken, i.e. vacation pay is earned and taken in the **same** calendar year. **It** is accumulated **on** the basis of a percentage of gross earnings as follows:
 - i) For employees with less **than** five (**5**) years at the rate of 4%.
 - ii) Effective on the anniversary date of five (5) years service at the rate of 6%.
 - iii) Effective **on** the anniversary date of ten (10) years service at the rate of 8%.
 - iv) Effective on the anniversary date of fifteen (15) years service at the rate of 10%.

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

- b) For each week of vacation taken, **an** employee will receive as vacation pay an amount equivalent to his normal weekly salary, with the exception of employees covered by e) below.
- c) Any vacation accrual owed to the employee at the end of the payroll calendar year will be paid out in January of the following year. The sole exception to this will be for regular employees newly hired in that payroll calendar year, or employees who have been authorized to carry over vacation to the following year. Such employees will have any balance owed forwarded to the vacation pay accrual for the next payroll calendar year. Any monies owed at the end of that subsequent payroll calendar year will be paid out in January of the following year.
- d) Employees who have been unable to take their vacation due to uncontrollable circumstances and who have not received proper authorization to carry over vacation to the subsequent year will have any vacation monies owed paid in February of the following year.
- e) Employees absent for a total of more than three (3) months in the payroll calendar year (maternity, parental, short / long term disability, WCB, leave of absence, etc. or any combination thereof) or laid off for a total of more than one (1) month in the payroll calendar year will have their vacation pay pro-rated for the entire period of absence / lay-off. **An** employee who, at the time he goes on vacation, has been absent for a total of more than three (3) months in that payroll calendar year, or has been laid off for a total of more than one (1) month, will receive a vacation pay based on the percentage accumulated in that payroll calendar year. The employee may take the entire vacation entitlement with a suitably pro-rated vacation pay or the employee may take a pro-rated vacation entitlement based on the number of months of absence. At the end of the payroll calendar year, any negative vacation accrual, due to an absence as defined above, will either be repaid by the employee via personal cheque prior to the end of that year or alternatively the employee may choose to have his next year's vacation pay pro-rated by an equivalent amount. **A** negative vacation accrual occurs if the monies paid to **an** employee as vacation pay in a year exceed the vacation monies earned by the employee in that year.
- f) For any employees who have been absent for less than a total of three (3) months or laid off for less than a total of one (1) month (as per e) above) there will be no pro-rating of vacation pay or entitlement.
- g) An employee shall receive his vacation pay on his regular payday. Employees wishing to receive vacation pay prior to their first day of vacation must notify the Company in writing thirty (30) days prior to departure **of** the employee. 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.

18.05

Vacation Pay - Part-Time Employees

- a) Vacation pay is accumulated **on** the basis of a percentage of gross earnings **as** follows:
- i) For employees with less than five (5) years at the rate of 4%.
 - ii) Effective **on** the anniversary date of five (5) years service **at** the rate **of** 6%.
 - iii) Effective **on** the anniversary date of ten (10) years service at the rate of 8%.
 - iv) Effective on the anniversary date **of** fifteen (15) years service at the rate of 10%.
- b) For each week of vacation taken, **an** employee will be able to withdraw vacation pay from the amount of vacation pay **lie** has accumulated **up** to that time. The amount withdrawn as vacation pay should not exceed **the** employee's earnings ~~for~~ a normal week's work and cannot be more than the actual vacation pay accumulated up to that date. The sole exception is if an employee who is taking his last week of vacation entitlement for the year has vacation pay in excess of a normal week's wages, he will be entitled to request that all outstanding vacation pay **be** **paid** out.
- c) **An** employee shall receive his vacation pay prior to his departure on vacation.
Vacation pay should not be paid to an employee unless the employee is taking vacation.

18.06

Termination

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

ARTICLE 19 – SPECIAL LEAVES

19.01

Bereavement Leave

- a) In the event of the death of her spouse or common-law spouse or one of her children or stepchildren, an employee has the right to a bereavement leave during her working days falling within the five (5) days immediately following the day 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 her working days falling within the three (3) days immediately following the day of the death;
- c) **An** employee who has completed her probationary period with the Company and who has the right to a bereavement leave provided in paragraph (a) or (b), has the right to be paid for such a leave at her normal hourly rate for her normal scheduled working hours;
- 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, 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 as per paragraph (c) of the present clause.
- f) An employee may request to extend the time allowed for bereavement leave.
- g) In the case where the day of the funeral does not fall within the time periods provided for in (a) and (b) and falls on one of the employee's working days, the employee shall have the right to bereavement leave if she has not been paid for the maximum number of working days applicable as determined in paragraphs (a) or (b), as the case may be.

19.02

Birth

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

19.03

Jury Duty

In the case of an employee serving on jury duty, answering jury roll call or serving as a subpoenaed witness in a case to which she is not a party, the Company will maintain the employee's regular wages for hours the employee was regularly scheduled to work during that day. Daily fees received by the employee for this duty will be remitted to the Company.

19.04

Child Care Leave

Employees are entitled to the Child Care Leave and Maternity-Related Reassignment and Leave provided for in the Canada Labour Code.

19.05

Leave of Absence

- 1) When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union may, if approved by the Company, be granted a leave of absence for a maximum of thirty (30) calendar days.
- 2) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing and seniority may accrue during such extensions.
- 3) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit her seniority and her name will be stricken from the seniority list and she will no longer be considered as an employee of the Company.

19.06

Compassionate Leave

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

ARTICLE 20 – PAYMENT OF WAGES

20.01

Payday

The payment of wages shall be weekly.

20.02

Error on the Pay Cheque (Shortage)

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

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

20.03

Error on the Pay Cheque (Overpayment)

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

is agreed that the employee will advise the Company immediately, upon discovery of such an error.

20.04

Temporary Assignment

- a) Employees will perform work in any classification as required for operational need without an increase in their wages.
- b) By exception to clause a), an employee who is temporarily assigned to a job with a higher salary range than her own for one half (1/2) shift per day, will be entitled to receive the next highest pay rate of the higher range job for the period of time she performs the higher rated job.

ARTICLE 21 - BENEFITS

21.01

Benefits Program

- a) The Company agrees that the benefits program in force as outlined in the benefits booklet, at the date of signing of the present agreement, is maintained for the duration of the latter. The cost of such benefits program is paid for by the Company, with the exception of the optional plans offered by the Company for which the eligible employee pays the cost if such coverage is desired. All full-time employees who have twelve (12) months or more of service will be eligible for the benefits program. All part-time employees who have eighteen (18) months or more service and who are regularly scheduled for more than twenty (20) hours per week, shall be eligible for the benefits program.
The Company may improve the benefits and/or conditions of eligibility; in such a case, the Union is advised in writing of the change.
- b) Part-time employees who are regularly scheduled for twenty (20) hours or less per week but who average more in a specified quarter, will be eligible for benefits for the subsequent specified quarter providing they meet the remaining eligibility requirements as outlined in 21.01 (a). The specific benefits to which such employees are eligible are Dental and Health Care benefits, Benefits such as Weekly Indemnity, Long Term Disability, Life Insurance, and AD&D do not apply to such employees. By the fifteenth (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.
- c) Employees becoming eligible for benefits under 21.01 (b), shall only be reimbursed through receipt submission.

21.02

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

21.03

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

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

ARTICLE 22 – PERSONAL DAYS

- 22.01 Calculation
On January 1st of each year, each regular full-time employee who has completed her probationary period will be granted a credit equivalent to five twelfths (5/12) of **one** (1) personal day, paid at her regular hourly rate, for each complete month worked as an eligible employee during the year, to a maximum of five (**5**) personal days per calendar year.
An absence by reason of a leave provided for in the collective agreement does not interrupt the "complete month of work".
In the case of an absence from work by reason of illness or accident (including a work related accident) for a period not exceeding two (2) continuous months during a calendar year, an employee shall retain her right to the maximum number of personal days hereinabove provided for the said calendar year.
- 22.02 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.
- 22.03 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.
- 22.04 Personal Day Table
In the application of clause 22.01, 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

22.05

Termination - Payment

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

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

22.06

Personal Days – Part-Time

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

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

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

<u>Average No. 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
<30.0	0

ARTICLE 23 - HEALTH AND SAFETY

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

ARTICLE 24 - INTERPRETATION

- 24.01 Collective Agreement in Printed Form
The Company shall have the text of the Collective Agreement printed. It shall distribute one (1) copy to each of the present and future employees in the bargaining unit and shall remit a number to the Union not more than sixty (60) days after the signing of the Agreement.
- 24.02 Application
The present agreement, all terms **and** conditions therein provided, shall remain in force until the signing of a **new** Collective Agreement.
- 24.03 Annex or Appendix
An annex or appendix to the present agreement is an integral part thereof.

ARTICLE 25 - PURCHASE - MERGER

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

APPENDIX “A”

A.

* RATES – Current rate goes to next highest rate on grid effective November 1, 1999.

<u>Level 2</u>	<u>Level 1</u>
9.73	12.01
10.49	12.77
11.42	13.61
12.35	14.28
13.31	14.70

* Red Circle - \$20.00 per week.

* Retro Lump Sum.
 - FT - \$700.
 - PT - \$350.

* Term – November 1, 1999 – July 1, 2001.

* Progression
 - July 1, 2000
 - January 1, 2001
 - July 1, 2001
 - If by July 1, 2001 have not reached top of rate – go to \$13.31/\$14.70.

B.

New hires will start and progress as follows:

	<u>Level 2</u>	<u>Level 1</u>
0 – 3 months	9.73	12.01
4 – 12 months	10.49	12.77
13 – 18 months	11.42	13.61
19 – 24 months	12.35	14.28
24 + months	13.31	14.70

Level 1 positions include: Customer Service Representative.

Level 2 positions include: Retail, Depot Support Rep., Shipping Support Rep, Receptionist, Fleet Secretary, Senior Support Rep., Data Entry, Garage Support Rep.

APPENDIX "B"

CASUAL EMPLOYEES

Casual employees are temporary employees who do not work on a regular basis, the whole in compliance with the bargaining certificate issued by the Canada Labour Relations Board.

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

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

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

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

APPENDIX "C"

Letter of Understanding

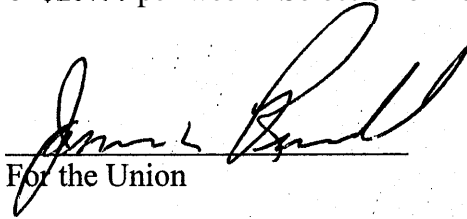
between

Purolator Courier Ltd.

and

Teamsters Local Union 927

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


For the Union


For the Company

Letter of Understanding

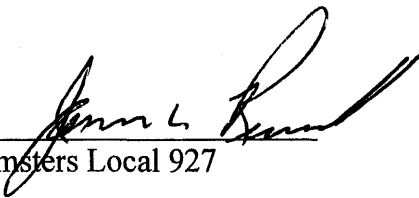
between

Purolator Courier Ltd.

and

Teamsters Local Union 927

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



Teamsters Local 927



For the Company

Letter of Understanding

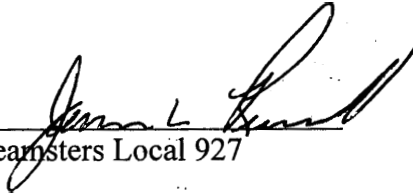
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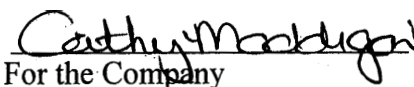
Purolator Courier Ltd.

and

Teamsters Local Union 927

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


Teamsters Local 927


For the Company

Letter of Understanding

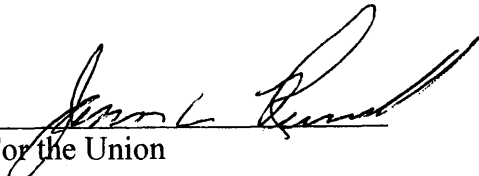
between

Purolator Courier Ltd.

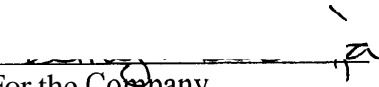
and

Teamsters Local Union 927

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 \$0.32 per kilometer.



For the Union



For the Company

'Letter of Understanding

between

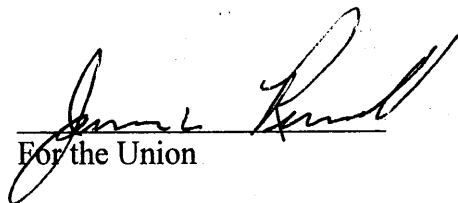
Purolator Courier Ltd.

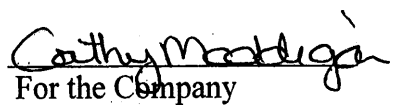
and

Teamsters Local 927

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

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


For the Union


For the Company