

**COLLECTIVE AGREEMENT**

**Between**

**TNT OLDCASTLE**

**- And -**

**CANADIAN UNION OF POSTAL WORKERS**

**Expires: May 19, 2003**

12685 (01)

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**ARTICLE 1**

**PURPOSE OF COLLECTIVE AGREEMENT**

1.01 Purpose of Collective Agreement

The purpose of the Collective Agreement shall be to establish an orderly rapport between the parties, to maintain harmonious relations between the parties and to provide fair and peaceful methods of adjustments of all misunderstandings that may arise between the parties.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 Management Rights

Subject to the provisions of this agreement the Employer has the exclusive right to manage the business, to exercise all the prerogatives of management and without affecting the generality of the foregoing, it is recognized that the Employer has the right to determine the size of and direct the force, to extend or curtail operations, to hire **and** promote and to discharge, suspend or otherwise discipline employees for just cause.

**ARTICLE3**

**RECOGNITION**

**3.01 Sole and Exclusive Bargaining Agent**

The Employer recognizes the Union as the sole bargaining agent to represent all employees of Mailfast, employed at Oldcastle, Ontario, excluding supervisors and those above the rank of supervisor, office, clerical and sales staff.

**3.02 Full Force and Effect**

All terms and conditions of this agreement will apply for the duration of this agreement.

**3.03 Union Access to Place of Employment**

Subject to first notifying the Operations Manager, the Union Representative shall be permitted access to the Company's premises, at a time mutually agreed between the Union Representative and the Operations Manager, for the purpose of the administration of this Agreement provided he/she does not interfere with the normal operation of the Company.

**3.04 Definition of the Term "Employee(s)"**

The term "employee(s)" in this Collective Agreement shall mean employees of the Company as described in Article 3.01 above.



## ARTICLE 4

### UNION DUES

#### 4.01 Compulsory Check-Off

- (a) The Company agrees for the duration of this Agreement to deduct from the last pay cheque each month the monthly union dues of any employee covered by this Agreement whether or not the employee is a member of the Union.
- (b) The monthly remittance shall be accompanied by a statement showing the names and social insurance numbers of each employee from whose pay deductions have been made and the total amount deducted for the month.
- (c) Any changes to the dues structure shall be given to the Company in writing, with sixty (60) days notice, at which time such changes shall be implemented.
- (d) Subject to the provisions of this Article, the Employer shall also deduct, as Union dues, a special levy ordered by the Union, not more than once a year, provided that this levy is uniform and is payable by all the employees of the bargaining unit. The special levy shall, at the request of the Union, be deducted over a period of more than one (1) month.

#### 4.02 Setting of Dues

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

#### 4.03 Dues Begin Immediately

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

#### 4.04 Remit Dues the Next Month

The amounts deducted in accordance with clause 4.01 (a) shall be remitted to the Union by cheque on the 15th of the month following the month in which the deductions were made.

#### 4.05 Employer's Liability on Check-Off

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

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

#### 4.06 T4 Slips

The Employer shall report on the employees' T4 slips the amount deducted as union dues, provided the Union is complying with the requirements and/or conditions imposed by legislation, regulation or governmental administrative practices in respect of such report. The reported amount shall reflect the amount appearing on the pay stubs for the corresponding taxation year.

## ARTICLE 5

### DISCRIMINATION

#### 5.01 Discrimination

The Company and the Union agree that there will be no discrimination towards any employee by reason of his/her race, colour, religion, nationality, age, sex, membership in the Union.

#### Applicable Legislation

The Company and the Union agree they shall comply with all legislation and applicable to employees working in a federal undertaking, including but not limited to, the Canada Labour Code, Maternity & Parental Leave under Employment Insurance Act, Canadian Human Rights Act.

As legislation may be amended by the government from time to time, both the Company and the Union agree to comply with the amendments when the amendments become effective.

#### 5.02 Employment Equity

The Company will invite the Union to provide their views on the development, implementation and revision of the employer's employment equity plan where it pertains to the employee's covered by this collective agreement.

**ARTICLE 6**

**COMMUNICATIONS**

6.01 Information Essential to the Union

The Company agrees to provide the Union with copies of general communications which are issued by the company and distributed to the bargaining unit work force.

Such copies shall be provided to the Union simultaneously with the distribution to the bargaining unit.

## ARTICLE 7

### LABOUR-WAGEMEW MEETINGS

- 7.01 The Company and the Union agree to meet for a specified purpose or purposes. The party requesting the meeting shall submit an agenda of the items it wishes to discuss along with its request for a meeting. The parties shall mutually agree to a time, date and location of the meeting:
- (a) The purpose of the meeting shall encompass the exchange of information and considering of the advice and views of each party.
  - (b) The above principle does not imply unanimous or majority agreement nor does it interfere with Management or Union rights arising out of the Collective Agreement.
- 7.02 The parties shall have no authority to change, delete or modify any terms of the Collective Agreement.
- 7.03 The Company shall provide the participating Union Representative with minutes of any Union/Management meetings within ten (10) days from the date of the meeting.
- 7.04 Union Representatives employed by the Company attending Union/Management meetings shall not suffer any loss of pay while attending these meetings.

It is agreed that the above noted obligation concerning loss of pay is limited to only one (1) Union Representative employed by the Company.

## ARTICLE 8

### CORRESPONDENCE AND CONTACTS

#### 8.01 Contacts

Each party shall notify the other of the officers at the respective levels, to whom correspondence and contacts should be directed in accordance ~~with~~ the terms of this Collective Agreement and shall notify each other of any changes in officers that may occur **during** the term of this agreement.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

9.01 Definitions

- (a) "Grievance" means any difference of interpretation or violation of any one (1) of the stipulations or working conditions set out in this Agreement provided said grievance is filed in writing within fifteen (15) days from the date of the alleged violation.
- (b) "Authorized representative of the Union" means a person designated by the Union to see to grievances.
- (c) "Union steward" means an employee appointed or elected by the Union to act as an authorized representative of the Union. In the event that the Union steward is unable to perform his/her function, the Union will designate or substitute another employee to act on his/her behalf.
- (d) "Employer" means a person or his/her designate authorized to handle grievances.
- (e) "Days" referred to in this procedure are calendar days excluding Saturdays, Sundays, and statutory holidays.

9.02 (a) Shop Stewards

The Union may appoint two (2) shop stewards. An alternate steward may be appointed to be recognized only in the absence of the shop steward. The Union shall inform the Company, by registered letter, of the name of the shop steward who shall be an employee working for the Company. It is agreed that this steward's duties shall not in any way interfere with his/her responsibilities as an employee towards the Company.

(b) Duties of Shop Steward

The function of the Shop Steward is to ensure the application of the Collective Agreement. This includes the investigation and presentation of grievances in accordance with the established procedures.

(c) Remuneration while Executing Functions

Where practical, grievances shall be processed with the Employer during the normal working hours of the Steward. The Steward shall receive his/her regular rate of pay when grievances are processed with the Employer during the normal working hours of the Steward.

(d) Location of Stewards

The **shop** stewards and alternate steward referred to paragraph (a) above shall be appointed from different shifts.

9.03 Extension of Time Limits

*All* of the above procedures are compulsory and failure to proceed within the established time limits **will** result in the abandonment of the grievance. The parties may mutually agree, in writing, to extend the established time limits.

9.04 Union and Company Policy or Group Grievance

The Union or the Company may file policy or group grievances.

Such grievances shall, initially, be dealt with Locally by the Union representative and the Operations Manager or designate.

The grievance must be answered in writing within the (10) days of the meeting being held. Failing settlement, the grievance shall be filed at Step Two of the Grievance Procedure.

9.05 Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid separately on the following payday.

Similarly, when an arbitration entails a payment, such payment shall be paid separately in the next pay period following the date the decision is rendered.

9.06 Grievance Steps

(a) Informal Step

As **an** informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. At his/her option, the employee may be accompanied by a Shop Steward.

(b) Step- 1

A meeting between the parties at this step must involve the employee, his/her Shop Steward or Union designate and the Operations Manager or a designated representative of the Employer.



The Employer's representative must answer the grievance in writing within ten (10) working days of this meeting being held. A copy of the decision shall be given to the grievor, Shop Steward and the Union.

(c) Step - 2

If the grievance cannot be settled at a Local level, the Union shall notify the Employer's North American Regional office in Garden City, New York by registered mail. The Employer's North American Regional office shall render its decision in writing within twenty (20) working days following the receipt of the grievance.

(d) Step - 3

Failing settlement, the grievance may be submitted to a single arbitrator by written notice within twenty (20) working days from the date of the decision referred to in Step - 2.

The notice of intent to arbitrate under the foregoing provision shall contain the aggrieved party's suggestions as to a neutral person to act as an arbitrator. The other party must in turn propose a neutral person to act as an arbitrator. Should either party fail to propose an arbitrator or should the parties fail to agree on an arbitrator, either party may request the Federal Minister of Labour to make the appropriate appointment.

9.07 Grievance by Mail

(a) Where the provisions of the clause on submission of grievances cannot be complied with and it is necessary to present a grievance by **mail**, the grievance shall be deemed to have been presented on the day which it is postmarked, and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the Employer. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the Union may present the grievance at the higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

(b) It is understood that the postmark referred to in the above paragraph is subject to the time limits as outlined in the grievance procedure.

9.08 Arbitrators

Disputes that are carried to arbitration shall be heard before a sole arbitrator.

9.09 Arbitration Award

The award of the Arbitrator shall be final and binding upon the Employer, Union and its employees.

9.10 Arbitration Expenses

The parties will jointly bear the fees and expenses of a sole Arbitrator.

9.11 Powers of Arbitrators

The Arbitrator shall not have the right to alter or change any provisions in this Agreement, nor substitute any new provisions in this Agreement, nor add any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

The Arbitrator, however, shall have the power to modify or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.

The decision of the Arbitrator shall be final and binding upon the parties.

9.12 Limit on Matters to Arbitration

No matter shall be submitted to Arbitration that has not properly been carried through all previous steps of the grievance procedure.

9.13 Location of Hearing;

The location of the arbitration hearing shall be agreed to by both parties. The costs of these accommodations shall be borne equally by both parties.

## ARTICLE 10

### DISCIPLINE, SUSPENSION AND DISCHARGE

#### 10.01 Issuance of Disciplinary Measures

All written penalties and reprimands shall be issued to the employee within ten (10) working days from the time the infraction became known with a copy to the Union, otherwise the disciplinary measure shall be null and void. In cases where the Company does not have sufficient information to reach a decision, the Company may extend this period of time in order to gather said information. In such cases the Company will notify the Union in writing.

#### 10.02 Access to Employee Records

For the purpose of processing specific grievances, the Union Representative and the shop steward, with the written consent of the employee, shall have access to time cards, and disciplinary records in presence of management.

#### 10.03 Interviews

An employee covered by this Agreement when required to meet with the Employer for disciplinary reasons shall, upon request, be accompanied by the Shop Steward if the Shop Steward is available. If the Shop Steward is not available the employee, upon request, may be accompanied by a willing co-worker to act in the capacity of a witness to the interview, if a co-worker is available.

## ARTICLE '11

### SENIORITY

#### 11.01 Seniority Date

There shall be one (1) seniority list - for all full-time employees.

The seniority of employees covered by this Agreement shall be established from date of their last hiring but shall be effective only after completion of the sixty (60) working day probationary period.

#### 11.02 Probationary Period

All new employees shall be considered probationary employees for the first sixty (60) working days from the date of hire, at the completion of which period the employee shall be entitled to all rights and privileges under this Agreement. The seniority of employees shall be established from the date of their last hiring but shall be effective only after the completion of the sixty (60) working day probationary period.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period.

#### 11.03 Seniority List

The Company shall post on the bulletin board the seniority list, specifying the names of all employees covered by this Collective Agreement showing the classification and the hiring date. Said list shall be reviewed and kept up to date as necessary. A copy of said list shall be given to the shop steward.

#### 11.04 Contest Seniority List

An employee may contest the seniority list, in writing, within thirty (30) days following its posting, afterwards the list shall become official.

#### 11.05 Loss of Seniority Rights

The seniority of any employee governed by this Agreement shall cease and the employee shall be terminated for the following reasons:

- (a) voluntary separation;
- (b) discharge for cause;
- (c) lack of work or lay-off for a period exceeding three (3) months;
- (d) failure to reply to a recall notice pursuant to Section 24.02;
- (e) absence from work for more than three (3) consecutive days without securing permission from the Employer or without notice in case of illness or injury.

#### 11.06 Part-Time Employees

Part-time employees may be used by the Company to supplement its regular full-time work force or to replace regular full-time employees who are absent from work for any reason. Part-time employees will be given preference over external candidates when filling full-time vacancies, subject to the qualifications and experience of the other external candidates.

Part-time employees will be paid in accordance with Article 22 of this Agreement. Part-time employees are not eligible for Company benefit coverage, and will be paid for statutory holidays and vacations in accordance with the Canada Labour Code. Part-time employees are not eligible for the daily guarantee.

A part-time employee who is promoted to a full-time employee on the same job that he/she has been working on will not be required to serve an additional probationary period of sixty (60) days.

It is understood that if full-time hours are reduced, that the same percentage of reduction of hours shall apply to part-time employees.

## ARTICLE 12

### SELECTION OF SHIFTS

#### 12.01 Shift Selection

An employee may request a change of shift on his/her same job in accordance with seniority when there is a shift available on the same job on other than a temporary basis.

#### 12.02 Vacancy Selection

An employee may request a change in his/her job in accordance with seniority and qualifications when there is an opening available on a different job on other than a temporary basis.

#### 12.03 Shift and Vacancy Posting

When shift openings or job openings occur on other than a temporary basis, such openings will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays and statutory holidays excluded).

## ARTICLE 13

### HOURS OF WORK

#### 13.01 Hours of Work

The ~~full-time~~ work week for all regular employees shall be divided into five (5) regular shifts starting on any five (5) consecutive calendar days; the two (2) remaining calendar days shall be the sixth (6th) and (7th) days of the week for the employee.

The regular workday shall be eight (8) hours excluding lunch periods.

This section shall not be construed in any way whatsoever as a guarantee of weekly or daily hours of work.

Subject to the requirements of the business, the workweek described above may be changed at ~~the~~ discretion of management.

#### 13.02 Lunch Break

**An** Employee shall not be compelled to take a lunch period of less than one-half (½) hour. Subject to ~~the~~ requirements of the operation, such lunch break will be scheduled where possible, near the mid-point of the employee's shift.

13.03 ~~All~~ employees who are scheduled to work a ~~minimum~~ of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours he/she shall be entitled to a second additional fifteen (15) minute break after lunch.

13.04 A schedule of work shall be developed for employees within the classification so that each employee may, as much as possible, have an opportunity to perform all the duties of his or her classification.

13.05 To achieve a proper rotation of duties the Company shall provide the appropriate training to all employees.

## ARTICLE 14

### OVERTIME

#### 14.01 Rates

- (a) The regular hourly rate of pay shall be applied for the first eight (8) hours of required work on any day or for the first forty (40) hours of required work in any week,

Any required work performed in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week shall be paid at time and one-half (1 ½) the regular rate of pay.

- (b) Any work performed on a statutory holiday listed in this Agreement shall be paid at one and one-half (1 ½) times the regular hourly rate of pay in addition to the pay for the statutory holiday.
- (c) Any work performed on an employee's sixth (6th) or seventh (7th) day of the week per Section 13.01(a) shall be paid at one and one-half (1½) times the regular hourly rate provided the employee has worked forty (40) hours or more during the first five (5) days of his/her regular work week.
- (d) **An** employee called back to work after having completed his/her regular work shift and after having left the premises shall be paid at one and one-half (1½) times the regular hourly rate for the hours worked during the call back.

**An** employee called back to work shall be guaranteed a **minimum** of three (3) hours pay at time and one-half (1½).

#### 14.02 Shift Overtime

- (a) Overtime will normally be offered to persons working the shift that requires the overtime, who have the skills and ability to perform the work. Utilizing the current shift seniority listing, overtime will be offered to the employees in descending order until the overtime needs are filled or the list is exhausted. Should an employee refuse/decline or be absent (on authorized sick leave or approved vacation), the overtime will be offered to the next employee on the list. Subsequent overtime will be offered to the employee who is next on the list.

The union indemnifies the Company against employee grievances due to overtime not being offered on a seniority basis each time there is an opportunity for overtime.

However, if the Union identifies that an employee has been bypassed for overtime that particular employee shall be given the very next opportunity for overtime without regard to his/her position on the seniority list.



The Company will then go back to, if the need for overtime hours still exists, the regular order dictated by the current seniority list.

Weekend Overtime

- (b) When weekend overtime is required the Employer shall compile a list of employees wishing to work weekend overtime. An employee desiring overtime must sign the weekend overtime list. Overtime will be allocated to those employees who sign the list in accordance with seniority and qualifications.

14.03 Call-In Guarantee

**An** employee governed by this Agreement who is called in and reports for work on a regular work day during his/her regular work week shall be guaranteed for that day a minimum of three (3) hours work, paid at his/her regular rate.

## ARTICLE 15

### DESIGNATED PAID HOLIDAYS

#### 15.01 Designated Paid Holidays

The following days will be considered as paid statutory holidays:

- (a) New **Year's** Day;
- (b) Good Friday;
- (c) Victoria Day;
- (d) Canada Day (July 1st);
- (e) Civic Holiday (the designated day in August);
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;

and any other day that may be stated as a legal holiday by the Federal Government.

#### 15.02 Payment for Statutory Holidays

- (a) All full-time employees who are eligible for holiday pay **will** receive eight (8) hours pay at their regular hourly rate for the holiday, whether or not they are scheduled to work on the holiday.
- (b) **An** employee who is scheduled by the Employer to work on a holiday, shall be paid one and one-half (1½) **times** his/her regularly scheduled hours so worked, on all holidays in addition to the payment provided for in (a) above.

### 15.03 Eligibility for Statutory Holiday Pay

- (a) Employees shall be eligible for Statutory Holiday pay after they have been in the Employer's service for a period of **thirty** (30) calendar days preceding said holiday and ~~has~~ worked a minimum of fifteen (15) days of the **thirty** (30) calendar days preceding the holiday.
- (b) To be eligible to receive pay for a Statutory Holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her first regularly scheduled shift following the holiday.
- (c) The eligibility requirements in (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident.
- (d) **An** employee receiving Weekly Indemnity or Workers' Compensation benefits when a Statutory Holiday occurs, will not be eligible for Statutory Holiday pay.

### 15.04 Loss of Statutory Holiday Pay for Failure to Report

- (a) If an employee is scheduled to work on a holiday but fails to report to work on the day of the holiday, without reasonable cause, or without leave of the Employer, he/she shall not receive any pay for such holiday.
- (b) The Employer is entitled to require the employee to substantiate the "reasonable cause" for his/her absence.

### 15.05 Statutory Holiday During Employee's Vacations

- (a) With the authorisation of the Employer, should any Statutory Holiday occur during an employee's vacation period, such employee may elect to have either **an** extra day *off* with pay added to the employee's vacation period or the Statutory Holiday pay **can** be paid in addition to the employee's annual vacation pay.
- (b) Notwithstanding (a) above, an employee can only elect to extend the vacation period in the event that there are no other employees on vacation at the same time.

### 15.06 Statutory Holidays on Saturday or Sunday

When one of the observed statutory holidays listed in Section 15.01 falls on a Saturday or Sunday, the day proclaimed by the Federal Government shall be the day observed. If no other day is proclaimed, the employee shall be paid the statutory holiday pay in accordance with the conditions of Article 15.

**ARTICLE 16**

**SHIFT PREMIUM**

16.01 The Company agrees to pay employees who are regularly assigned Afternoon and Midnight shifts, a shift premium of **thirty cents (30¢)** per hour in addition to the regularly hourly rates for all regular hours worked between the hours of 3:00 p.m. and 7:30 a.m.

## ARTICLE 17

### VACATION LEAVE

#### 17.01 Entitlement

Effective ~~January~~ 1, 1998, vacations will be provided as follows:

- (i) any employee who has not completed one (1) year of continuous service with the Company by December 31<sup>st</sup> shall, in the following year, be granted one (1) day of paid vacation per month of continuous service completed by December 31<sup>st</sup> up to a maximum of ten (10) days. Vacation pay shall be four percent (4%) of the employees total earnings.
- (ii) any employee who ~~has~~ completed one (1) year of continuous service with the Company by December 31<sup>st</sup> shall, in the following year, be entitled to ten (10) days vacation with pay at the rate of four percent (4%) of this/her total earnings.
- (iii) Any employee who has completed four (4) years of continuous service with the company by December 31<sup>st</sup> shall, in the following year, be entitled to fifteen (15) days vacation with pay at the rate of six percent (6%) of his/her total earnings.
- (iv) any employee who has completed seven (7) years of continuous service with the Company by December 31<sup>st</sup> shall, in the following year, be entitled to twenty (20) days vacation with pay at the rate of eight percent (8%) of his/her total earnings.

#### 17.02 Vacation List Posting

No later than February 1st each year the Company shall post for a period of thirty (30) days, a list in order that all employees can choose their vacations. Vacation choices will be granted by seniority and subject to the requirements of the business. The ~~final~~ vacation schedule shall be posted no later than March 31st each year.

#### 17.03 Timing of Vacation Pay

Vacation Pay shall be paid on the employee's regular pay day or upon written request with thirty (30) days notice prior to the commencement of the employee's vacation. The written request must be received by Payroll before the thirty (30) days prior to vacation.

#### 17.04 Vacation Time ~~OFF~~

It shall be compulsory for all employees to take their vacation in the year of their entitlement.

7.05 Vacation on Termination

When an employee quits his/her employment for any reason or is dismissed by the Company he/she shall be paid the applicable percentage entitlement of their earnings since the termination of their last computed vacation pay.

Note: The Vacation Article ~~will~~ not be applicable until 1998 due to the fact that the 1997 vacation entitlements have already been paid.

## ARTICLE 18

### SPECIAL LEAVE

#### 18.01 Bereavement Pay

In the event of death in the immediate family (father, mother, spouse, including common-law spouse, mother-in-law, father-in-law, son, daughter, sister, brother, grandparents of the employee, step-father, step-mother, child of common-law spouse if residing with the employee) will be given the necessary time off and will be paid for three (3) days pay (eight (8) hours pay per day) at the regular rate of pay providing that the period between the day of the death and the funeral are working days.

This period may be extended up to an additional four (4) days without pay if reasonable justification is provided to the employer.

#### 18.02 Jury Duty Leave

If an employee is called and is required to serve on jury duty or as a crown witness on his/her normal working day, the Employer agrees to pay eight (8) hours' pay per day at the regular hourly rate of pay for hourly rated employees, less the amount of jury duty or crown witness pay received.

The onus is on the employee to present to the Employer the notice received from the Courts instructing the employee to attend.

#### 18.03 Leave for Other Reasons

- (a) Where conditions warrant it, special leave without pay may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, or severe weather conditions, prevent his or her reporting for duty or the necessitating of leaving work early.
- (b) The Employer may, subject to requirements of the operation, grant an unpaid leave of absence up to thirty (30) calendar days. Requests made for leave of absences must be made in writing at least thirty (30) calendar days prior to such leave and shall include the reason for the leave.

## ARTICLE '19

### LEAVE FOR UNION BUSINESS

#### 19.01 Granting of Leave

The Company agrees to grant leave of absence without pay to employees for the purpose of conducting Union business. This agreement and understanding is subject to the following conditions:

- (a) application for the leave must be in writing and be received by the Company at least ten (10) working days prior to the date(s) the leave is requested for;
- (b) the application shall state the employee(s) requesting leave and the date(s) leave is required for;
- (c) the cumulative total of Union leave of absence in the bargaining unit shall not exceed fifteen (15) days per year (excluding time spent in negotiations and time spent at the Union's National Convention, if applicable);
- (d) the leave shall not prevent the company from maintaining a working force of employees qualified, capable and willing to perform the work available;
- (e) it is understood that only one (1) employee at a time ~~will~~ be allowed leave under this article.

#### 19.02 Full-time Union Officers

Notwithstanding Article 19.01 where an employee of the Company is elected or appointed to a full-time Union office the Company shall grant the employee a leave of absence without pay and benefits for the period during which he/she is elected or appointed to hold office.

Upon expiry of the leave of absence the employee will be reinstated to their prior position provided it still exists and subject to the seniority provisions of the Collective Agreement.



ARTICLE '20

HEALTH CARE

20.01 Group Insurance Plan

The Company's Group Insurance Plan, as presented at negotiations, for regular full-time hourly **work** force employees shall remain in effect on the same basis for the duration of this Agreement.

20.02 Sick Leave / Benefits

<u>Benefits</u>	<u>Coverage</u>
Life Insurance	\$20,000.00
AD & D	\$20,000.00
Weekly Indemnity	60% of weekly earnings to current UIC maximum Commencement of benefits: 1 day accident, 8 day sickness, 1 day hospitalisation, Maximum benefit period - 26 weeks
Extended <del>Health</del>	Semi-private hospital at 100% coverage 90% reimbursement, after deductible Deductible: \$25.00 single, \$50.00 family Vision Care once every 24 months Lenses \$90.00 Frames \$50.00 Contacts \$65.00 Prescribed Generic Drugs
Dental	\$1,000.00 per person per year. Current fee guide. 90% reimbursement of Basic 50% reimbursement on Major after one year Deductible: \$25.00 single \$50.00 family
out of Country	Yes

LTD                      \$650.00 per month, maximum benefit period is 24 months or to age 65

Waiting Period        30 days

The cost of the Plan will be borne between the Employer and the Employee on the same cost sharing basis presently in effect.

A descriptive outline of the benefits provided by the Plan will be provided to employees. Benefits under the Plan are subject to the conditions and limitations contained in the Insurance Plan.

The Company's Weekly Indemnity coverage will conform with Employment Insurance (formerly UIC) requirements and it is agreed the Company will retain the full premium contribution reduction granted by Employment Insurance.

## ARTICLE 21

### MEDICAL EXAMINATIONS

#### 21.01 Medical Examination

- (a) Where the Employer requires an employee to undergo a medical examination by a designated qualified practitioner, chosen by the employer, the examination will be conducted at no expense to the employee.

In so far as possible, **an** appointment for **an** examination will be scheduled by the Company during the working hours of the employee, but where an appointment for **an** examination is scheduled during an employee's non-working hours, he/she shall be excused from duty for a period of three (3) hours on either the shift immediately prior to or the shift immediately following the examination, at the option of the employee concerned.

- (b) **An** employee will suffer no loss in regular pay to attend the examination and the Employer shall assume the cost of any travel expenses.

**ARTICLE 22**

**RATES OF PAY**

22.01 Rates of Pay

- (a) Effective the signing date of this collective agreement, all employees in all classifications will receive a \$0 per hour wage increase, retro-active to November 20, 2000.
- (b) Effective November 20, 2001, all employees in all classifications will receive an additional \$.25 per hour wage increase.
- (c) Effective November 20, 2002, all employees will receive an additional \$.25 per hour wage increase.
- (d) Effective the signing date of the collective agreement, the start rate of pay for all new hires in job classification # 2 Mail Sorter/Return Processor, Lead Hands, Machine Operators, Trainers, Quality Controllers, shall be \$8.35 per hour and the start rate of pay for all new hires in job classification # 3 shipper/Receiver shall be \$9.35; per hour.
- (e) Effective November 20, 2001, the start rates of pay for job classifications # 2 and # 3 will be increased by \$.25 per hour.
- (f) Effective November 20, 2002, the start rates of pay for job classificitons # 2 and #3 will be increased by an additional \$.25 per hour.

**ARTICLE 23**

**PAYMENT OF WAGES**

23.01 Pay Stubs

Pay stubs shall show the employee's name, dates of pay period, wage rate, regular hours worked, overtime hours worked, deductions, gross pay, and net pay.

23.02 Pay Day

Employees **will** be paid once every two (2) weeks, with the net pay being deposited directly into the Employees designated account.

23.03 Pay Shortage

Shortages in pay will be paid in the next following pay period.

23.04 Pay on Termination

**An** employee who terminates his/her employment with the Company shall be sent his/her final pay **as** soon as practicable following his/her termination along with his/her Employment Insurance Record of Employment.

## ARTICLE 24

### LAY-OFF and RECALL

#### 24.01 Lay-off and Recall

In cases of lay-off, the last hired employee shall be the first one to be laid off provided the employee(s) retained have the qualifications to satisfactorily perform the available work and the last one laid-off shall be the first one to be recalled to work provided he/she has the qualifications to satisfactorily perform the available work.

#### 24.02 Recall Procedure

In the event of the recall of a laid-off employee, the Employer shall give him/her a notice of recall, by telegram, or registered mail sent to his/her known address. After delivery to the said address of the notice of recall, the employee shall notify his/her employer of his/her intent to return to work. If the employee has been laid-off for a period of more than thirty (30) days, he/she shall notify his/her employer of his/her intent to return to work within the following two (2) working days. He/She will be allowed five (5) working days to report to work, including the two (2) working day notice.

If the lay-off period is less than thirty (30) days, the employee shall be allowed one (1) working day to notify his/her employer and one (1) additional working day to report to work. In the event the employee fails to reply to said notice of recall, he/she shall be considered as having voluntarily separated from the Employer.

In the case of a lay-off of less than five (5) working days, the Employer may recall the employee by telephone and confirm by telegram his/her recall to work.

#### 24.03 Inform Employer of Address and Telephone Number

It shall be the responsibility of the employee to inform the Employer of his/her current address and telephone number.

## ARTICLE 25

### NO STRIKES OR LOCKOUTS

#### 25.01 Strikes, Slowdown or Interruption of Work

It is agreed that the Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage any slow down or other curtailment or restriction or work or interference with work in or about the Company's plant or premises, nor will employees take part in any such actions. Any violations of this provision by an employee shall render the employee liable to immediate dismissal.

#### 25.02 Lockout

It is agreed, during the term of this Agreement, that the Employer will not lock out its employees.

## ARTICLE 26

### GENERAL

#### 26.01 Bulletin Boards

The Employer agrees to allow the posting of Union Notices, for purposes of Union Meetings **and** elections, on the bulletin board supplied by the Employer provided such notices are duly authorized and signed by an officer of the Union.

#### 26.02 Article Titles and Sub Titles

*All* titles and sub-titles in this Collective Agreement are for the purpose of reference only and shall not be used for the interpretation of this Agreement.

#### 26.03 Gender and Number

In this Collective Agreement, the singular shall be considered as the plural and vice-versa. The masculine gender shall be considered **as** the feminine gender and vice-versa as the context may require.

#### 26.04 Validity of Article or Section

The validity or invalidity of an article or particular Section of this Agreement shall not invalidate the remainder of this Collective Agreement.

#### 26.05 Maintenance of Standard Bond

**An** employee who cannot maintain a standard bond will be dismissed and will not have recourse to ~~the~~ grievance procedure.

#### 26.06 Work in the Bargaining Unit

(a) An employee covered by this Collective Agreement shall not be required to work in non-bargaining unit functions. Similarly, an employee engaged in non-bargaining unit functions will not be required to perform functions covered by the Collective Agreement.

(b) No employee in a managerial capacity shall perform work in the jobs covered by this collective agreement, except in the following circumstances:



- (i) In cases of emergency or urgent situations as determined by the Company.
- (ii) While instructing or training bargaining unit employees.
- (c) For the purposes of this article, the bargaining unit positions are those stated in Article 22.02.

26.07 Safety Footwear

In the interest of every employee's safety, commencing the first pay of January 2001, and the first pay of January in the subsequent years of the contract, the Company will pay the employees \$50.00 (non-taxable) for safety footwear.

The \$50.00 will be paid to all employees covered by this contract who are actively on the payroll as at the first pay of January 1. If an employee is on recognized sick leave, they will receive the \$50.00 for safety footwear on the second pay cheque upon return to work.

Should an employee commence employment before or after the first pay of January, it will be a condition of employment to wear safety footwear.

26.08 Right to Refuse to Cross Picket Lines

The Company recognizes the right of an individual employee covered by this collective agreement, to refuse as a matter of eminent danger, to cross a legal picket line situated at or near the entrance to the International Mail facility, while this Union is engaged in a strike action against the Company.

The Company will not discipline any employee for failing to cross the picket line of this Union located at or near the entrance of facility.

ARTICLE 27



DURATION

27.01 This Agreement shall be effective from the date of ratification until May 19, 2003.

27.02 If either party wishes to terminate or amend the stipulations of this Agreement, a written notice of such intent shall be given by registered letter to the other party not more than ninety (90) days nor less than sixty (60) days prior to the expiration of this Agreement.

27.03 This Agreement shall remain in full force until a renewal has been negotiated or until the prescribed procedures of the Canada Labour Code have been finalized.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For Union:  
Canadian Union of Postal Workers

For Management:  
TNT - Oldcastle

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## APPENDIX A

This will confirm that during negotiations it was agreed to by the parties that the employees and duties of job classification #1 would be reclassified into job classification # 2 as well that the employees and duties of the shipper/receiver would be reclassified into a new job classification# 3.

Further it was agreed by the parties that the aforementioned employees performing the above noted duties would receive a dollar per hour wage increase in addition to the wage increases set forth in article 22 of this collective agreement.