

COLLECTIVE AGREEMENT

BETWEEN



AND

**Teamsters Locals
91, 855, 880, 879, 938 and 927**



**Ontario/Atlantic Clerical
Expiry: December 31, 2008**

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Article 1. PREAMBLE

1.01 Purpose

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

Article 2. RECOGNITION

2.01 Certification and Recognition

The Company recognizes the Union as the sole bargaining agent for the employees covered by the following bargaining certificates:
555-4122, 555-3559, 555-4114, 555-3823, 555-3744, 7642-U, 7411-U, 7748-U, 7354-U, 7557-U, 555-3670, 7586-U, 7610-U, 7741-U, 8264-U, 8398-U, 8540-U, 8642-U, 8592-U, 8623-U, 8657-U, 8283-U; 555-3863 Moncton Administration Centre.

2.02 Exclusive Agreement

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

Article 3. MANAGEMENT RIGHTS

3.01 Acknowledged Right

The Union recognizes the exclusive right of the Company to operate its establishment, machinery and equipment and to manage its undertakings as it sees fit, subject only to the restrictions imposed by law or by the provisions of the present Collective Agreement.

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

- a) To administer the Company, including the right to study and introduce new methods, to increase or reduce its personnel, as well as to establish and modify schedules of work;
- b) To demote, discharge, reprimand, suspend and discipline with just cause;
- c) To maintain order, discipline, productivity and output;
- d) To hire or transfer.

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

Article 4. CONTINUITY OF OPERATIONS

4.01 Strike - Lock-out

It is agreed that for the duration of the present agreement, there shall be no strike nor lockout, nor work slow-down, nor total or partial stoppage of work, nor study session.

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

4.02 Picket Lines

The Company recognizes the right of employees either to accept or refuse to cross a legal picket line. In the event an employee exercises her right of refusal, he must immediately advise her immediate supervisor.

If such a picket line is so established, the Company agrees to meet, at the request of the Union, to discuss any problem raised.

Article 5. GENERAL PROVISIONS

5.01 Regulations and Policies

- a) The Company has the exclusive right to make, modify and implement regulations, policies and procedures to be observed by the employees; such regulations, policies and procedures must not be inconsistent with the provisions of the present agreement. Furthermore, where in the present agreement it is provided that a policy is maintained, such policy remains in force and may not be modified by the Company for the duration of the present agreement;
- b) The Union Business Agent will be advised, in writing, of any new regulations or policies or modifications thereof, at least seven (7) days in advance of the implementation date. The Company is committed to take the necessary measures available to it to advise the employees of any such new or modified regulation or policy, including potentially

distributing written notices with the employees' pay cheques. A notice will also be posted on the employee bulletin board.

5.02 Discrimination

No person shall be discriminated against in accordance with the Canadian Human Rights Act.

5.03 Gender-Sex

The masculine gender includes the two (2) sexes unless it results from the context of a provision that it be **only** applicable to one of the two (2).

5.04 Nullity

The nullity of a provision of the present agreement does not affect the validity of other provisions of the agreement. Any provision of the agreement which is or which becomes contrary to applicable laws, will be null and void. In such a case, the clause(s) affected shall be amended in conformity with the law.

5.05 Headings and Sub-Headings

All headings and sub-headings in the present Collective Agreement are utilized for reference purposes only and have no bearing whatsoever on the interpretation of the agreement.

5.06 Work Performed by Non-Bargaining Unit Employees

The Company agrees that the function of managers is the management of employees. The work of managers will not include assignments to work normally performed by employees in the bargaining unit except for the purpose of training and demonstration or to prevent service failures. Non-

bargaining unit employees will not perform bargaining unit work until after all reasonable efforts have been made to have the work covered by qualified bargaining unit employees.

Managers will not perform bargaining unit work. However, where it is necessary for management to perform bargaining unit work, as referenced in this clause, local management will so advise the local steward present.

Article 6. UNION SECURITY

6.01 **Maintenance of Membership**

All employees shall become members of the Union, and shall thereafter maintain their membership for the duration of the present agreement as a condition of continued employment.

6.02 **Union Membership**

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

6.03 **Union Dues**

The Company agrees, for the duration of this Agreement, to deduct Union dues in an amount and in a manner as directed by the Local Union from each 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 fifteen (15th) day of the following month. The check-off 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 provided 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 Enrolment 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 her probationary period, Union dues will be deducted from her final pay cheque.

6.08 Tax Forms

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

Article 7. UNION REPRESENTATION

7.01 Bulletin Board

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

7.02 Negotiation Committee

In the four months preceding the expiration of the Collective Agreement, the parties agree to determine the number of employees to be allowed to absent themselves from their work, without loss

of salary and benefits, for the negotiation sessions with the Company for the purpose of renewing the present agreement, until the right to strike or lock out has been obtained. Such payment of salary will continue to be effected on the condition, however, that the said bargaining sessions take place during the regular scheduled shifts of work for the said employees.

7.03 Shop Stewards

The Union may appoint a steward at each establishment. The appointment of more than one (1) steward at a location requires the consent of both the Company and the Union.

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.

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

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

7.04 The Union Business Agent

- a) The Union business agent may participate in any joint meeting held between the Union and the Company.
- b) After notifying a member of site management, the Union business agent may meet, in the establishment, any employee, Union steward or officer, without interrupting normal operations. These meetings will be conducted outside of the working hours of the employee concerned and/or the Union steward.

7.05 Labour Relations Meetings

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

7.06 Union Leave of Absence

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

Article 8. GRIEVANCE PROCEDURE

8.01 Definition of Grievance

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

8.02 Verbal Step

Any employee having a problem concerning 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 he 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.

8.03 Written Step

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

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

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

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

8.04 Suspension or Dismissal

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

8.05 Union Grievance

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

The parties agree that individual grievances of the same or of a similar nature may be studied collectively at a meeting held between the Company

and the Union, and may equally be made the object of a collective answer on the part of the Company.

8.06 Company Grievance

Any grievance submitted by the Company will be filed at the written step of the grievance procedure by submitting it in writing to the Union business agent, or in 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.

8.07 Written Statement of the Grievance

a) Written Statement

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

b) Rejection of a Grievance

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

8.08 Mutual Agreement in Writing

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

8.09 Extensions and Time Limits

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

8.10 Payment of Grievance Settlement

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

8.11 Working Day

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

Article 9. ARBITRATION

9.01 Notice of Arbitration

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

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

Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

9.02 Appointment of an Arbitrator

The grievance shall be submitted to a sole arbitrator chosen by mutual agreement.

If the parties fail to agree upon a neutral arbitrator within fifteen (15) working days (excluding Saturday, Sunday and General Holidays) after either party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

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.

9.03 Decision within Thirty (30) Days

The arbitrator must render her decision within the **thirty** (30) days following the final date of the hearing. However, at the request of the arbitrator, this time period may be prolonged by agreement between the two (2) parties.

9.04 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.

9.05 Fees and Expenses

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

9.06 Disciplinary Measures

The arbitrator may, in the case of discharge or of disciplinary measures imposed on employees having acquired seniority rights, confirm, modify or annul the decision of the Company, or, as the case may be, substitute any other sanction which appears to him to be just and reasonable under the circumstances.

9.07 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.

9.08 Internal Arbitration Process

The Company and the Union agree to promote good relations and a climate of co-operation, and that such co-operation requires efficient and effective dispute resolution mechanisms.

The parties hereby agree to an Internal Arbitration Procedure.

1. During the term of this Collective Agreement, the parties will undertake to utilize the Internal Arbitration Procedure for any grievance that remains unresolved after passing through all the steps of the formal grievance procedure with the exception of arbitration.
2. The internal arbitration process will consist of either a single arbitrator or a three (3) person panel to be decided by mutual consent by the Company and Local Union so involved.

3. The parties agree that the Internal Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of the grievance.
The function of the panel or sole arbitrator is to hear disputes and to render decisions in accordance with the provisions of the Collective Agreement. The arbitrator has the same judicial powers as an outside Board of Arbitration established under the Collective Agreement and a decision rendered by the panel or sole arbitrator is final and binding.
4. Either party can request the Internal Arbitration Procedure within twenty-five (25) working days following the written response of the Company as referred to in Clause 8.03. The request must be in writing to the other party.
5. In order for a grievance to be heard via this procedure, both parties must provide their consent. Failing such agreement, the grievance will be processed through the normal arbitration process outlined in the Collective Agreement.
6.
 - a) In the event the parties utilize a panel of nominees, the Company and Local Union so involved will each select an experienced representative engaged in the day-to-day administration of the Collective Agreement not involved with the said grievance. The selected nominees will mutually agree on the arbitrator to hear the grievance.
 - b) When a single arbitrator is to be used to hear the grievance, the Company and the Local Union so involved will mutually agree upon the selection of such arbitrator.
7. The rules which apply to the panel or sole arbitrator are as follows:

- a) The panel or sole arbitrator shall not decide a dispute without a hearing.
 - b) The decision of the panel or sole arbitrator shall be confined to the grievance referred to him and must be consistent with the provisions of the Collective Agreement, and the panel or sole arbitrator shall have no power to alter, modify or amend any part of the Collective Agreement.
 - c) The decision of the panel or sole arbitrator shall only apply to the case before him and shall not constitute a precedent or be used by either party as a precedent for any future cases.
 - d) The panel's or sole arbitrator's decision shall be final and binding upon the Company, the Union and the grievor represented by the Union.
8. The arbitrator retains all powers vested by the Canada Labour Code.
Without limiting the generality of the arbitrator's discretion he may become involved in seeking agreement between the parties with respect to the facts to whatever extent the arbitrator deems appropriate and may make whatever determinations are necessary in respect of such matters as time allocation, the need to hear witnesses and the accessibility of documenting evidence without the necessity of formal proof.
9. a) In all discharge and discipline cases, the initial onus of proof lies with the Company to substantiate the penalty.
- b) In all cases involving a Company grievance, the initial onus of proof lies with the Company to substantiate the remedy sought.

- c) In all other cases, the initial onus of proof rests with the Union to substantiate the grievance.
 - d)
 - i) The party saddled with the initial onus of proof makes the first presentation regarding the merits of the case.
 - ii) The first presentation shall include evidence as to the facts in dispute, the disputed evidence and arguments of the case.
 - iii) Once the first party has properly presented its case, the onus then shifts to the other party to make its formal presentation of disputed evidence **and** arguments.
 - iv) In the presentation of evidence, the witness may be:
 - a) questioned by the party presenting evidence
 - b) cross-examined by the other Party
 - c) re-examined by the initial party
 - d) questioned by the panel and arbitrator.
 - e) After all evidence is presented by the parties, they will then present their closing arguments.
10. The arbitrator will render a verbal decision immediately upon the completion of the hearing or at the latest within five (5) working days. A brief written decision of no more than three (3) pages will be forwarded to the parties within ten (10) working days from the end of the hearing.
 11. The rules which apply to the pre-hearing preparation are as follows:

- a) Prior to the commencement of the hearing, the parties will provide the arbitrator or panel with a joint Agreed Statement of Facts. The Agreed Statement of Facts will consist of two sections. The first section will include all facts that can be mutually agreed upon. The second section should outline all facts of the dispute, assertions that cannot be mutually agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case and the remedy sought by the grieving party.
- b) In developing the Agreed Statement of Fact, the parties will be in a position to determine whether there is any dispute with respect to facts material to the merits of the grievance. Before witnesses are called, the parties will outline to the arbitrator the evidence to be introduced through each witness. The panel or sole arbitrator shall advise the parties which parts of the evidence so outlined appear to have material bearing on the grievance, and shall make such rulings as are appropriate to avoid testimony that is irrelevant or repetitious. Witnesses will be examined and cross-examined under oath, with their evidence limited to the facts as are agreed by the parties or determined by the panel or sole arbitrator to be relevant to the issue in dispute. If there is no material disagreement of fact which, in the opinion of the panel or sole arbitrator, is pertinent to the outcome of the case, the parties shall proceed directly to the argument of their positions.

12. General understandings

- a) The parties will make all representations at the hearing without legal counsel.
- b) The arbitrator will set time limits for both parties to make opening statements, present evidence, cross examine, have rebuttal and closing arguments. The hearing format will not exceed eight (8) hours. It is at the arbitrator's discretion to shorten such times.
- c) All decisions by the arbitrator are without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties and shall not be produced at any other internal or external hearing for any reason whatsoever.
- d) The Union and Company agree to each remit to the Purolator Internal Arbitration fund, a fee of five hundred (\$500.00) dollars per case referred to the Internal Arbitration process described herein. The arbitrator's fees will be paid for from this fund.
In the event there are insufficient funds to cover the arbitrator's fees, the parties will bear the cost equally.
At the expiry of the Collective Agreement all funds will be divided equally between the Company and the Union unless it is mutually agreed otherwise.

9.09 Dismissal

The Company and Union recognize the importance of handling dismissal grievances without unreasonable delay. In all cases of disciplinary or administrative dismissals that are referred to arbitration the parties agree to begin the hearing as soon as reasonably possible. In the event the arbitrator, as set out in Clause 9.02 is unavailable which

would lead to unreasonable delays the parties can mutually agree on another arbitrator.

Article 10. DISCIPLINARY MEASURES

10.01 Discipline

- a) It is recognized that the imposition of discipline is the exclusive right of the Company.
Written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending upon the gravity or the frequency of the infraction in question.
- b) In the event an employee is suspended for disciplinary purposes, he may choose one of the following at the time the discipline is dispensed:
 - i) accept and serve the suspension. An employee choosing i) will be deemed to have forfeit her rights under Articles 8 and 9;
 - ii) grieve the suspension and remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the time dispensed however the employee choosing ii) will serve the suspension (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The Union agrees it will not delay the processing of such cases. **If** the Union delays the processing of the

case, the Company shall have the right to impose the suspension. The above does not apply in cases of discharge.

10.02 Time Limit for Imposition of a Disciplinary Sanction

The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee in the five (5) working days of the employee's regular schedule following the incident or knowledge of such incident by the Company. This time period can be extended to ten (10) working days of the employee's regular schedule, following notice by the Company to the Local Union and steward to the effect that additional time is required to complete its inquiry.

In the case of a criminal investigation, this time period will not commence until all the facts of the investigation have been determined.

10.03 Contents and Delivery of the Confirmation of Discipline

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

Moreover, the employee concerned must sign a statement attesting receipt of the said confirmation. 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 accompanied by a steward. Should a steward be unavailable, the employee may request the presence of a fellow Union member. The above paragraph will not apply in cases where there is no Union steward or other Union member available at the worksite.

10.05 Prescription

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

10.06 Consultation of the Employee's File

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

Article 11. SENIORITY

11.01 Definition of Seniority

Seniority is the total length of "continuous service" by an employee in the employ of the Company on a full or part-time basis, within the bargaining unit.

The purpose of seniority is to provide the order of work preference, layoffs, recalls, and vacation selection.

11.02 Loss of Employment and Seniority

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

- a) If he resigns;
- b) If he is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If he is laid off and not recalled for a period of twelve (12) consecutive months, unless the employee has five (5) or more years of seniority at the time of layoff in which case recall rights will continue for eighteen (18) consecutive months;
- d) If he is absent from work three (3) or more consecutive working days without the authorization of her immediate supervisor;
- e) If he does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if he does not return to work within the delays therein provided, without valid reason;
- f) If he is absent for reasons other than that declared and agreed upon for the leave in question.

11.03 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.

11.04 Seniority Lists

A seniority list for each depot shall be revised every three (3) months 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.

11.05 Identical Seniority Dates

In cases of identical seniority dates:

- i) For employees hired on or before May 20, 1998, the last names of the employees concerned and following that, their first names, will be entered on the seniority list, in alphabetical order.
- ii) For employees hired after May 20, 1998, the seniority date ranking shall be established by random draw.

Article 12. PROBATIONARY PERIOD

12.01 Duration

The probationary period for part time employees scheduled five (5) days a week or more and full time employees shall be sixty (60) days effectively worked within a consecutive period of four (4) months. All other part-time employees shall be considered as probationary employees for a period of six (6) months.

12.02 Coverage Under the Collective Agreement During the Probationary Period

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

12.03 End of Probation - Seniority List

Upon completing 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 Job Postings

All job vacancies within the bargaining unit other than temporary vacancies shall be posted for a period of five (5) consecutive working days. It is the intention of the Company to continue with the current practice of including an outline of the job as it exists at the time of posting and qualifications required.

13.02 Submission of Candidacy

Applicants for a posted position shall apply in writing to the Company, within the five (5) working day posting period, using the form provided by the Company. Positions are awarded on the basis of qualifications and then seniority. Where qualifications are equal seniority shall prevail.

When an employee is on vacation a steward may submit an application to a posted vacancy on the employee's behalf, provided the employee has requested the steward to act on her behalf. It is the employee's responsibility to advise the steward of the specifics of the desired position.

Employees on lay-off status or absent due to illness or injury or off work due to maternity leave may apply to a posted vacancy. An employee absent due

to illness or injury must provide medical documentation indicating that he will be medically fit to perform the regular duties of the position within the ten (10) working days following the end of the posting period. If the employee does not return by the tenth (10th) working day, the vacancy will be filled from amongst the applicants of the original posting who are able to immediately fill the vacancy.

13.03 Application Limit

No employee shall be awarded more than five (5) permanent posted vacancies in any one calendar year. However, an employee shall be awarded additional permanent posted vacancies in cases where it would result in a greater number of hours and/or higher wage rate.

13.04 Familiarization

The successful candidate moving to an equal paid or higher paid position within the bargaining unit will be placed on a familiarization period of up to one (1) week. During that time, either the Company or the employee may terminate the familiarization period, in which case the employee will be returned to their previous position and wage rate. If the employee's former position no longer exists, the employee may avail himself of bumping rights as per Article 15.01.

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, he 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, he will be entitled to be remunerated according to the wage rate and/or scheduled hours of her new position.

13.06 Increase in Hours

A permanent position that has its schedule permanently increased by five (5) or more hours per week, shall be deemed a vacancy and shall be posted as per the provisions of this article.

Article 14. TEMPORARY VACANCIES

14.01 Vacancies

- a) Temporary vacancies shall be defined as vacancies of less than twelve (12) months, excluding maternity leaves.
- b) In cases where the Company requires a temporary vacant position to be filled by an incumbent for more than one (1) week, the following will apply:
 - i) For vacancies in a Retail Centre, the senior part-time retail centre employee who is available;
 - ii) For such vacancies in a depot, the Company may first utilize a clerical float, if available, and will then give the opportunity to fill the temporary vacancy to the most senior qualified employee within the depot, who is available and has indicated her desire to perform a greater number of weekly hours and/or to obtain a greater hourly wage rate.
- c) No employee shall be awarded more than two (2) temporary posted vacancies in any one (1) calendar year.

14.02 Maternity Leave and Postings

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

- b) No employee shall be awarded more than one (1) maternity leave posting in any one (1) calendar year.
- c) Subsequent vacancies will be filled according to Article 14.01.

Article 15. LAY-OFF AND RECALL

15.01 Bumping

Any employee having completed her probationary period, whose position is eliminated, or whose start or finish time is modified by more than one (1) hour or whose scheduled hours are reduced by five (5) or more hours per week, or who is laid-off from her position may exercise her bumping rights wherever her seniority permits, in the retail or clerical operations, provided he possesses the skills and qualifications required and according to the following procedure:

- a) The first employee so affected may bump a junior employee in any schedule of hours.
- b) The second employee so affected may bump a junior employee in any schedule of hours.
- c) The third employee so affected may bump a junior employee in any schedule of hours.
- d) The fourth employee so affected may bump the most junior incumbent within one (1) hour of her current start time in any schedule of hours or the most junior incumbent in any schedule of hours.
- e) All subsequent employees so affected may bump the most junior incumbent in any schedule of hours.

- f) Should the employee elect not to bump or be unable to exercise her right to bump, he is then laid-off.

15.02 Reduction in Hours

It is agreed that a reduction in hours leading to a change in status **from** full time to part time, or a reduction of five (5) hours or more per week, will be considered a lay off for the purposes of Clause 15.01. An employee impacted by this clause may elect not to exercise her rights under Clause 15.01 and accept the change made to her position.

15.03 Recall

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 16. HOURS OF WORK

16.01 Definition

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

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

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

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

16.02 Lunch Period

Full time employees will be allowed **an** unpaid lunch period which will normally be **thirty** (30) minutes but may be extended up to sixty **(60)**

minutes depending on operational and service requirements, at a time authorized by the immediate supervisor.

16.03 Adjustment of Hours

Daily hours of work may be adjusted according to the needs of the business. It is agreed that the Company shall advise the affected employee(s) at least 5 days prior to a permanent modification of their start time.

16.04 Normal Work Week

The normal work week for full time employees shall consist of five (5) consecutive days. The Company reserves the right to establish alternative work schedules.

16.05 Hours of Work

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

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

Article 17. OVERTIME

17.01 Definition

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

17.02 Overtime

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

17.03 Call Backs

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-in. A call-in 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.

17.04 Extended Schedules

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

Article 18. GENERAL HOLIDAYS

18.01 General Holidays

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

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

mutually agreed to by the Company and the employee.

18.02 Special Provisions

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

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

18.03 Payment of a Holiday

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

- a) Payment for a holiday to a part-time employee will be based on 1/20 of her regular hours worked during the four (4) pay weeks preceding the day that payroll is calculated for the week wherein the general holiday occurs.
- b) Payment for a holiday to a full-time employee is based on the normal remuneration for her regularly scheduled hours for the shift which is designated as her general holiday.

18.04 General Holidays During Vacation

Where one or more general holidays fall during the vacation period of an employee, such employee may prolong her vacation period by one (1) day for

each such general holiday or be granted a paid holiday at another time agreed upon with the Company.

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

18.05 Overtime Following a General Holiday

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

18.06 Conditions to the Payment of the General Holiday

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

- a) He has been in the employment of the Company for at least ~~thirty~~ (30) calendar days prior to the date of the general holiday;
and
- b) He has worked the complete working day immediately preceding the said general holiday as well as the complete working day immediately following the said general holiday, unless:
 - i) Her failure to work one or the other of the said days has been the object of 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.

18.07 Exceptions

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

Article 19. VACATION

19.01 Components

Vacation is comprised of two parts:

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

19.02 General Provisions

- 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) By February 1st, all employees must submit their preference of all entitled weeks of vacation on a form provided by the Company;
- iii) On March 1st, the Company shall post within each location the final vacation schedule;
- iv) The choice of vacation periods will be granted by seniority within each depot and associated retail outlets.
- v) An employee has the right to take a maximum of two (2) weeks vacation during the period extending from May 1st to September 30th; these two (2) weeks may be consecutive. If after the selection of vacation is completed and there are openings available then employees will be permitted to select a third week by seniority. This does not restrict locations from granting an additional week(s) where it can be accommodated.
- f) Employees will not normally be eligible to take vacation prior to Christmas Day during the week of Christmas and during the two (2) weeks prior to the week of Christmas.
- g) For part-time employees a "week of vacation" is defined to be the regularly scheduled weekly hours for the employee.

19.03 Vacation Entitlement

- a) Newly hired employee - hired prior to July 1st
 - i) Employees hired prior to July 1st are entitled to one (1) week vacation, to be taken any time after July 1st of that same payroll calendar year.
 - ii) During the payroll calendar year following the year an employee is hired, the employee is entitled to two weeks vacation to be taken in that payroll calendar year, the second week to be taken after the employee's one year anniversary date.
 - iii) In the subsequent payroll calendar years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- b) Newly hired employee - hired on or after July 1st
 - i) Employees hired on or after July 1st are not entitled to any vacation during that same payroll calendar year.
 - ii) During the payroll calendar year following the year the employee is hired, the employee is entitled to take two weeks vacation. The first week can be taken at any time in that calendar year, while the second week cannot be taken prior to July 1st.
 - iii) In the following years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.

- c) Employees having more than one (1) year of continuous service but less ~~than~~ five (5) years of continuous service are entitled to take two (2) weeks vacation which may be taken at any time in the payroll calendar year with the exception of the employees still in a) or b) above.
- d) Employees having completed five (5) years of continuous service but less than ten (10) years of continuous service with the Company are entitled to three (3) weeks vacation, in the payroll calendar year.
- e) Employees having completed ten (10) years of continuous service but less than fifteen (15) years of continuous service with the Company are entitled to four (4) weeks vacation, in the payroll calendar year.
- f) Employees having completed fifteen (15) years or more of continuous service are entitled to five (5) weeks vacation, in the payroll calendar year.
- g) Employees having completed **thirty** (30) years or more of continuous service are entitled to six (**6**) weeks vacation, in the payroll calendar year.

19.04 Vacation Pay - Full-Time Employees

- a) Vacation pay is accumulated in the same payroll calendar year as the entitlement is taken, i.e. vacation pay is earned and taken in the same calendar year. It is accumulated on the basis of a percentage of gross earnings as follows :
 - i) For employees with less than five (5) years at the rate of 4%

- ii) Effective on the anniversary date of five (5) years service at the rate of 6%.
- iii) Effective on the anniversary date of ten (10) years service at the rate of 8%.
- iv) Effective on the anniversary date of fifteen (15) years service at the rate of 10%.

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 her 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 January of the following year.

- e) Employees absent for a total of more than three (3) months in the payroll calendar year (maternity, parental, short/long term disability, WCB, leave of absence, etc. or any combination thereof) or laid off for a total of more than one month in the payroll calendar year will have their vacation pay pro-rated for the entire period of absence/lay-off.

An employee who, at the time he goes on vacation, has been absent for a total of more than three (3) months in that payroll calendar year, or has been laid off for a total of more than one month, will receive a vacation pay based on the percentage accumulated in that payroll calendar year. The employee may take the entire vacation entitlement with a suitably pro-rated vacation pay or the employee may take a pro-rated vacation entitlement based on the number of months of absence.

At the end of the payroll calendar year, any negative vacation accrual, due to an absence as defined above, will either be repaid by the employee via personal cheque prior to the end of that year or alternatively the employee may choose to have her next year's vacation pay pro-rated by an equivalent amount. A negative vacation accrual occurs if the monies paid to an employee as vacation pay in a year exceed the vacation monies earned by the employee in that year.

- f) For any employees who have been absent for less than a total of three months or laid off for less than a total of one month (as per

e) above) there will be no pro-rating of vacation pay or entitlement.

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

With the exception of the year end payment noted in c) and d) above, vacation pay should not be paid to an employee unless the employee is taking vacation. An employee shall receive her vacation pay on her regular pay day.

By exception to the above paragraph an employee who is travelling on vacation may request, in writing, to receive the appropriate vacation monies the week prior to departure. The request must be submitted at least four (4) weeks prior to the departure date.

h) Employees covered by other vacation plans, i.e. part-time employees, who obtain a full-time position during the year will be entitled to vacation pay on a pro-rated basis for the number of complete months they will work as a full-time employee during that year.

The employees' outstanding vacation pay accrued under their previous plan will be added to their pay entitlement under this plan and any excess will be paid out in January of the subsequent year as per the provisions of this plan.

19.05 Vacation Pay - Part-Time Employees

a) Vacation pay is accumulated on the basis of a percentage of gross earnings as follows :

i) For employees with less than five (5) years at the rate of 4%.

ii) Effective on the anniversary date of five (5) years service at the rate of 6%.

- iii) Effective on the anniversary date of ten (10) years service at the rate of 8%.
 - iv) Effective on the anniversary date of fifteen (15) years service at the rate of 10%.
- b) With the exception of 19.05d), for each week of vacation taken, an employee will be able to withdraw vacation pay from the amount of vacation pay he has accumulated up to that time. The amount withdrawn as vacation pay should not exceed the employee's earnings for a normal week's work and cannot be more than the actual vacation pay accumulated up to that date. The sole exception is **if** an employee who is taking her 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 her vacation pay prior to her departure on vacation. Vacation pay should not be paid to an employee unless the employee is taking vacation.
- d) An employee who has her scheduled hours reduced from full-time to part-time shall be eligible to receive her vacation pay based on her regularly scheduled hours for the current vacation year.
- At** the end of the payroll calendar year, any negative vacation accrual will either be repaid by the employee via personal cheque prior to the end of that year or alternatively the employee may choose to have her next

year's vacation pay pro-rated by an equivalent amount. A negative vacation accrual occurs if the monies paid to an employee as vacation pay in a year exceed the vacation monies earned by the employee in that year.

19.06 Termination

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

Article 20. SPECIAL LEAVES

20.01 Bereavement Leaves

- a) In the event of the death of her spouse or common-law spouse, child or stepchild, mother or father, an employee has the right to a bereavement leave during the working days falling within the five (5) days immediately following that of the death;
- b) In the event of the death of any other member of her immediate family, an employee has the right to a bereavement leave during the working days falling within the three (3) days immediately following that of the death;
- c) An employee who has completed three (3) consecutive months of continuous

employment with the Company and who has the right to a bereavement leave provided for in paragraphs a) or b), has the right to be paid for such leave at her regular hourly rate for her regular scheduled hours of work in her position;

- d) The expression "immediate family" means, in relation to the employee, her sisters, brothers, father-in-law, mother-in-law, grand-parents, son-in-law, and daughter-in-law, as well as any relative permanently residing in the employee's household or with whom the employee permanently resides;
- e) The Company may require that an employee provide satisfactory proof of death in order to establish her right to be paid for the bereavement leave;
- 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 he has not been paid for the maximum number of working days applicable as determined in paragraphs (a) or (b), as the case may be.

20.02 Birth

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

20.03 Jury Duty and Witness

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

20.04 Child Care Leave

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

20.05 Compassionate Leave

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

Article 21. PAYMENT OF WAGES

21.01 Payday

The payment of wages shall be weekly.

21.02 Pay Stub

On the pay stub, the Company indicates the name, given name or initial, the date and the pay period, the hours worked, the overtime, the deductions, the gross earnings and the net earnings, and the increments if any. Accrued monetary entitlement for vacation shall be shown on the employees' pay stubs.

21.03 Error on the Pay Cheque (Shortage)

In the event of an error on the pay cheque of an employee of forty dollars (\$40.00) gross earnings or more, attributable to the Company, the Company will correct this error on the working day following notice, provided that the employee notified management of the error by 1:00 p.m. Eastern Standard/Daylight Savings Time. In the absence of such a request, the error is corrected on the next pay cheque of the employee.

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

21.04 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.

21.05 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 he performs the higher rated job.

21.06 Pay at Termination of Employment

The Company shall remit or send to the employee, at the pay period following the termination of her employment, a pay cheque covering the salary and benefits which are then due to him, accompanied by a statement of the calculations.

Article 22. HEALTH AND SAFETY

22.01 Co-operation

The parties agree to cooperate in order to establish and maintain conditions conducive to ensuring proper health and safety at work for all employees.

22.02 Respect of the Law

The Company, the Union and the employees collectively undertake to respect the health and safety measures prescribed by applicable laws and

regulations in order to ensure the health and safety of all employees.

22.03 Accident Report

The employees undertake to report any work accident immediately, or as soon as possible, to their immediate supervisor or to another Company representative within the depot.

22.04 Right of Refusal

An employee may exercise the right of refusal to perform work constituting an imminent danger, the whole in compliance with the provisions of the Canada Labour Code.

22.05 Safety Footwear

Where the Company deems it necessary that employees wear safety footwear, employees who have completed their probationary period will be entitled to be reimbursed up to \$50.00 annually for the purchase of CSA safety footwear. The employee must submit a receipt in order to be reimbursed.

Article 23. BENEFITS PROGRAM

23.01 Benefits Program

- a) The Company agrees that the benefits program in force as outlined in the benefits booklet, at the date of signing of the present agreement, is maintained for the duration of the latter. The cost of such benefits program is paid for by the Company, with the exception of the optional plans offered by the Company for which the eligible employee pays the cost if such coverage is

desired. All full-time employees who have twelve (12) months or more of service will be eligible for the benefits program. All part-time employees who have eighteen (18) months or more service and who are regularly scheduled for more than twenty (20) hours per week, shall be eligible for the benefits program.

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

- b) Part-time employees who are regularly scheduled for twenty (20) hours or less per week but who average more in a specified quarter, will be eligible for benefits for the subsequent specified quarter providing they meet the remaining eligibility requirements as outlined in 23.01 (a). The specific benefits to which such employees are eligible are Dental and Health Care benefits. Benefits such as Weekly Indemnity, Long Term Disability, Life Insurance, and AD&D do not apply to such employees. By the fifteenth (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 23.01 (b), shall only be reimbursed through receipt submission.

23.02 Modifications

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

23.03 Pensions

The Company agrees to maintain the pension plan that is currently in effect.

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

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

23.04 Brochures

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

Article 24. PERSONAL DAYS

24.01 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.

24.02 Utilization

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

An employee wishing to use a personal day for personal reasons must advise 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.

24.03 Payment

An employee who has not used all of the personal days to which he is entitled during a calendar year receives, during the month of January of the following year, the payment of the equivalent of her

unused personal days at her regular hourly rate applicable on December 31st of the preceding year.

24.04 Personal Day Table

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

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

24.05 Termination - Payment

The employee who leaves the Company or whose employment is terminated by the Company, shall reimburse to the Company on 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 he should have been entitled to, shall receive payment of the equivalent of her unused personal days at her hourly rate applicable at the time of her departure.

24.06 Personal Days – Part-Time

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

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

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

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

Article 25. INTERPRETATION

25.01 Collective Agreement in Printed Form

The Company shall have the text of the Collective Agreement printed in 5" x 6 1/2" form. It shall distribute one (1) copy to each of the present and future employees in the bargaining unit and shall

remit a number to the Union not more than sixty (60) days after the signing of the Agreement.

Article 26. PURCHASE-MERGER

26.01 Purchase - Merger

The Company agrees to advise the Union in writing in the event it acquires by purchase the affairs or operations of another employer which are of such a nature 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.

The issue of dovetailing the employees' seniority shall be determined by mutual agreement between the Company and the Union. In the event that as a result of a purchase-merger, closure of a depot, or relocation of employees, covered by the Collective Agreement are to be laid off permanently, the Company agrees to provide severance pay as per the provisions of the Canada Labour Code.

Article 27. DURATION AND RENEWAL

27.01 Duration and Renewal

The present Collective Agreement shall come into force on January 1, 2005 and shall terminate on December 31, 2008.

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

27.02 Application

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

27.03 Annex or Appendix

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

IN WITNESS WHEREOF, the parties have signed, through their duly authorized representatives, in Mississauga, this _____ day of _____, 2005.

TEAMSTERS LOCAL 91,
855, 879, 880, 938 and 927

PUROLATOR COURIER LTD

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX "A"

Wages

- a) Effective the first Monday in January 2005, current and new employees will be paid in accordance with the wage scale outlined below.

(Locals 91, 855, 938 and 927)
(Excludes Locals 879 and 880)

	Effective First Monday in Jan. 2005	Effective First Monday in Jan. 2006	Effective First Monday in Jan. 2007	Effective First Monday in Jan. 2008
<u>Level 2</u>				
0-3 months	12.13	12.50	12.87	13.26
4-12 months	12.92	13.30	13.70	14.11
13-18 months	13.87	14.29	14.72	15.16
19-24 months	14.83	15.28	15.74	16.21
More than 24 months	15.82	16.30	16.78	17.29

	Effective First Monday in Jan. 2005	Effective First Monday in Jan. 2006	Effective First Monday in Jan. 2007	Effective First Monday in Jan. 2008
<u>Level 1</u>				
0-3 months	14.48	14.92	15.36	15.82
4-12 months	15.26	15.72	16.19	16.68
13-18 months	16.13	16.61	17.11	17.63
19-24 months	16.82	17.32	17.84	18.38
More than 24 months	17.25	17.77	18.30	18.85

(Local 879 and 880 ONLY)

(IAF of \$0.05 per hour is included in pay rates below)

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

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

Level 1 positions include : Collectors, U.S. Customer Service Representatives, Sales Co-ordinator (London), CAS, Customer Service Representatives.

Level 2 positions include : Retail, Data Entry, Sub-Depot Clerk, CAR, Depot Clerk, Accounts Payable, Shipping, Receptionist, Data Prep, DCC, Billing, Secretary, Dispatch, Senior Clerk.

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

APPENDIX "B"

CASUAL EMPLOYEES

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

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 fulfil its contractual obligation.

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

APPENDIX “C”

Letter of Understanding

between

Purolator Courier Ltd.

and

Teamsters Local Union 91

Teamsters Local Union 855

Teamsters Local Union 879

Teamsters Local Union 880

Teamsters Local Union 938

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

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Local Union 91
Teamsters Local Union 855
Teamsters Local Union 879
Teamsters Local Union 880
Teamsters Local Union 938**

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 Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Local Union 91
Teamsters Local Union 855
Teamsters Local Union 879
Teamsters Local Union 880
Teamsters Local Union 938**

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

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Local Union 91
Teamsters Local Union 855
Teamsters Local Union 879
Teamsters Local Union 880
Teamsters Local Union 938**

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. He shall not have the authority to hire, fire or discipline. A Team Leader will be paid a premium of \$25.00 per week. Selection of Team Leader will be solely at the Company's discretion.

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Local Union 91
Teamsters Local Union 855
Teamsters Local Union 879
Teamsters Local Union 880
Teamsters Local Union 938**

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 Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Locals Union 91
Teamsters Locals Union 855
Teamsters Locals Union 879
Teamsters Locals Union 880
Teamsters Locals Union 938**

The parties agree that for the duration of this Collective Agreement employees with a red circled wage rate will be provided with a lump sum payment of \$1,000 at the end of each calendar year provided that the employee's hourly wage rate was red circled (i.e. was higher than the wage grid rate for the job) for all or a portion of the year.

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

Teamsters Locals Union 879

Teamsters Locals Union 880

The parties agree to the Union Industry Advancement Fund in areas covered by Local Unions 879 and 880.

The fund will operate as follows:

For the Local Unions included in this Fund, the wage increase to the hourly rates scheduled for the first Monday in January 2001 will be reduced by \$0.05 per hour at all wage levels and in all classifications.

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Locals Union 91
Teamsters Locals Union 855
Teamsters Locals Union 879
Teamsters Locals Union 880
Teamsters Locals Union 938**

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

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Locals Union 91
Teamsters Locals Union 855
Teamsters Locals Union 879
Teamsters Locals Union 880
Teamsters Locals Union 938**

The Company agrees to provide notice to the appropriate Union Local of any pending closure of a unionized retail store.

During this period the Union may submit alternative proposals which meet the Company's operational needs and concerns, and the Company will review and give serious consideration to these proposals.

Further, the Company is exploring opportunities to open additional retail outlet(s) in the London region.

For the Company

For the Union

Letter of Understanding

between

Purolator Courier Ltd.

and

**Teamsters Locals Union 91
Teamsters Locals Union 855
Teamsters Locals Union 879
Teamsters Locals Union 880
Teamsters Locals Union 938**

The Company recognizes the concerns raised by the Union during the recent round of bargaining in relation to scheduled hours and actual hours worked. In addition to the language in Article 16.05 of the collective agreement and at the request of the local business agent for the location in question, the Company and the Union will review the situation by reviewing data and records related to actual hours worked. The purpose of the meeting is to determine if an increase in hours is warranted and to further reflect the language in Article 16.05.

Where using the above criteria, when schedule increases are warranted in accordance with Article 13.06, they shall be posted within 10 working days following the review.

For the Company

For the Union

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