

AGREEMENT  
BETWEEN  
CANADA POST CORPORATION  
AND THE  
CANADIAN UNION OF POSTAL WORKERS

EXPIRES: 31 JANUARY 1995

ARTICLE 1  
PURPOSE OF AGREEMENT

1.01 Purpose

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

ARTICLE 2  
MANAGEMENT RIGHTS

2.01 Rights

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

ARTICLE 3  
RECOGNITION

3.01 Sole and Exclusive Bargaining Agent

The Corporation recognizes that the Union is the sole and exclusive bargaining agent for all employees covered under the bargaining certificate issued to the Union by the Canada Labour Relations Board.

3.02 Consultation and Discussion

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

3.03 Full Force and Effect

All matters covered under the provisions of this Collective Agreement shall have full force and effect on the Corporation, the Union and the employees in the bargaining unit.

3.04 Union Access to Place of Employment.

(a) Full-time officers of the Union, or local officers not on post office duty, will be granted permission to enter the non-public area(s) of a postal installation, providing they contact the organizational level of the Corporation equivalent to

that of the Union representative who desires access or the management representative in charge on duty, to state the approximate time, place and purpose of the visit.

(b) Where it is not possible to make the arrangements described in 3.04(a) above, officers of the Union will be granted permission to enter a postal installation, provided they first contact the management representative in charge on duty, state the purpose of their visit and secure that permission.

At the commencement of the visit they will identify themselves to the management representative in charge on duty.

### 3.05 Rights of Union Representatives

The provisions contained in clause 3.04 do not apply to meetings between Union officers and representatives of the Corporation, nor are they to be construed as affecting the activities of Union officers specifically provided for in Articles 9 and 10 of this Collective Agreement.

## ARTICLE 4 UNION DUES

### 4.01 Compulsory Check-Off

(a) The Corporation shall, as a condition of employment, deduct from the monthly earnings of all the employees in the bargaining unit, the ordinary membership dues of the Union the amount of which may vary according to different locations.

(b) The Corporation shall not levy a charge upon the Union or its members for rendering this service.

(c) Subject to the provisions of this article, the Corporation 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 Corporation by means of a data storage medium of the authorized membership dues to be checked off in accordance with clause 4.01.

4.03 Dues Begin Immediately.c.: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 Corporation shall not be obliged to make such deductions from subsequent salary.

4.04 Remit Dues the Next Month.c.: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 and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

4.05 Corporation's Liability on Check-Off.c.:4.05 Corporation's Liability on Check-Off;

The Union agrees to indemnify and save the Corporation harmless

against any claim or liability arising out of the application of this article, except for an error committed by the Corporation in the amount of dues deducted; however,

(a) where such error results in the employee being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;

(b) where such an error results in an overdeduction of dues and the money has not been remitted to the Union, the Corporation shall reimburse the employee in the amount of the overdeduction. Such overdeduction shall be reimbursed under normal circumstances in the month following the month in which the overdeduction and the failure to remit the dues to the Union are verified.

4.06 Additional Information.c.:4.06 Additional Information;

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

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

4.07 Compulsory Membership.c.:4.07 Compulsory Membership;

(a) Any regular employee hired after the signing of this Agreement, shall, as a condition of employment, become a member of the Union at the time of hiring, or as soon as possible, in accordance with clause 6.03.

(b) The Corporation will not be obliged to terminate any employee whose membership rights have been revoked by the Union.

4.08 T4 Slips.c.:4.08 T4 Slips;

The Corporation shall report on the employees' T4 slips and Relev,sy1 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.

4.09 Check-Off for Life Insurance for Groupy2-PO External.c.:4.09

Check-Off for Life Insurance for Group 2-PO External;

The Corporation shall provide a monthly check-off of insurance premiums payable on life insurance plans provided by the Union for its members upon production of appropriate documentation, provided the amounts so deducted are separate from the Union dues. There will therefore be two (2) separate monthly deductions for the Union dues and insurance premiums. The Corporation will not levy a charge upon the Union for rendering this service.

The deductions from an employee's pay for a Union insurance program is revocable on notice in writing from the employee to the Corporation or the Union.

ARTICLE 5.c.ARTICLE 5;

DISCRIMINATION.c.:DISCRIMINATION;

5.01 Discrimination.c.:5.01 Discrimination;

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

5.02 Use of Leave Provisions.c.:5.02 Use of Leave Provisions;

An employee who is or has been on leave under any provisions of the Collective Agreement shall not be importuned or disciplined because he/she is or has been on leave unless it has been established that the employee dishonestly took advantage of the provisions of the said Agreement.

5.03 Polygraph Testing.c.:5.03 Polygraph Testing;

The Corporation and its representatives will not initiate, suggest, demand or otherwise intimate that any employee is expected or required to submit, for any reason, to polygraph testing, nor will the results of such testing be used as evidence in arbitration hearings.

Where tests have been taken or refused by any party involved in an arbitration, neither party may refer to this in the arbitration.

5.04 Interpreter for Hearing Impaired Employees.c.:5.04 Interpreter for Hearing Impaired Employees;

When a hearing impaired employee is required to attend an interview, a grievance hearing or an arbitration and the employee requests an independent sign language interpreter, the Corporation undertakes to contact the Secretary of State to provide such services to the extent that such resources are available.

ARTICLE 6.c.ARTICLE 6;

COMMUNICATIONS.c.:COMMUNICATIONS;

6.01 Information Essential to the Union.c.:6.01 Information Essential to the Union;

The Corporation shall provide the Union with copies of written communications issued by the headquarters of the Corporation that affect working conditions or conditions of employment of employees in the bargaining unit, and this, at least thirty (30) calendar days before the introduction of a

change.

6.02 Notification of the Union.c.:6.02 Notification of the Union;

Whenever one of the events described in Appendix "B-1" occurs, the Corporation agrees to provide, without delay but within fifteen (15) calendar days, the Union and the local concerned, with a copy of the form duly completed.

In the event that multiple changes are made and the information is identical, the name, address and social insurance number of the employees affected may be included on Form B-2 and attached to the completed Notice of Change as described in Appendix "B-1".

6.03 New Employees.c.:6.03 New Employees;

(a) The Corporation agrees to acquaint new employees with the fact that a Collective Agreement is in effect. On the first day of work in his/her job, the supervisor shall provide the employee with a copy of the Collective Agreement and introduce him/her to his/her Union steward and his/her alternate.

(b) The Corporation shall give without delay to the newly appointed employee as well as to the local of the Union a copy of the Notice of Change form.

(c) On the first day's work of an employee in a new position, the supervisor shall introduce him/her to his/her Union steward and his/her alternate.

(d) During the first week of work of new employees or employees in a new position, the steward or his/her alternate shall be allowed during the hours of work a period of fifteen (15) minutes to confer with them.

6.04 Organizational Charts.c.:6.04 Organizational Charts;

The Corporation shall provide the Union with organizational charts indicating the authority structure of the Corporation at the national level and by division within thirty (30) calendar days of the signing of the Collective Agreement.

6.05 List of MAPP Areas, Plants and Post Offices.c.:6.05 List of MAPP Areas, Plants and Post Offices;

(a) The Corporation shall acknowledge that the list of MAPP areas, mechanized plants, post offices, and sections thereof, with which the Union was furnished at the time of the signing of this Agreement, is correct and that it will advise in writing the Union of any change at least ninety (90) calendar days in advance.

(b) The Corporation shall provide the Union with a list of the postal installations that are included in MAPP areas and post offices within thirty (30) calendar days of the signing of the Collective Agreement.

6.06 Term Employment Contract for Group 2-PO External.c.:6.06 Term Employment Contract for Group 2-PO External;

The Corporation shall provide the local union representative with a copy of the form "Term Employment Contract" as shown in Appendix "B-3" for all term employees hired in Group 2-PO External for a specified period. A new form will be provided to the local union for any extension to the term of the contract and for any position movement under clause 4.03(b) or 4.07.

ARTICLE 7.c.ARTICLE 7;

CORRESPONDENCE AND CONTACTS.c.:CORRESPONDENCE AND CONTACTS;

7.01 Contacts.c.:7.01 Contacts;

Each party shall notify the other of the officers at the respective levels, to whom correspondence and contacts should be directed and of any changes that may occur during the term of this Agreement.

ARTICLE 8.c.ARTICLE 8;

LABOUR-MANAGEMENT MEETINGS.c.:LABOUR-MANAGEMENT MEETINGS;

8.01 Principle.c.:8.01 Principle;

The Corporation and the Union recognize that constructive and meaningful consultation is necessary in order to reach agreement on all the subjects mentioned in this article.

However, nothing in this article precludes meetings for discussion and consultation which may be held outside the process of labour-management consultation on any matter of mutual interest.

(a) The above principle shall encompass the exchange of information and the seeking and considering of the advice and views of each party, with full opportunity for discussion and appropriate comments.

(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.

8.02 Time and Location of Meetings.c.:8.02 Time and Location of Meetings;

When one of the parties requests a meeting for a specified purpose or purposes, the other shall agree to a time, date and location. All meetings shall be held on the Corporation's premises at a time and for a duration determined by mutual agreement.

8.03 Level of Consultation.c.:8.03 Level of Consultation;

The consultations shall be held at the local or national level or at any other level agreed to between the parties affected by the matters to be discussed.

All levels of both Union and management shall be informed of the understandings reached and the decisions made at any particular level.

8.04 Consultation Between Union Locals and Local Management.c.:8.04 Consultation Between Union Locals and Local Management;

There can be consultation between Union locals and local management on the following matters:

(a) changes in shift system; Article 13

(b) equal opportunity for overtime work; Article 15

(c) health and safety; Article 33

(d) physical facilities for employees; Article 36.

8.05 Local Agreements.c.:8.05 Local Agreements;

Any signed agreement arising from local consultation under the preceding clause shall be precisely recorded in the minutes of the meeting and shall govern the relationship between the parties within the jurisdiction for which such agreement has been concluded, subject to the following conditions:

- (a) the local agreement shall not contradict this Collective Agreement;
- (b) the local agreement shall require the written approval of the authorized national official of the Union and of an authorized national representative of the Corporation.

8.06 Right to Grieve and to Refer Grievances to Arbitration.c.:8.06 Right  
to Grieve and to Refer Grievances to Arbitration;

Subject to the provisions of clause 8.05, any agreement concluded by the parties under this article has the same effect as any provision of this Collective Agreement, and is subject to the grievance procedure, including arbitration.

8.07 Grievance Procedure Separate.c.:8.07 Grievance Procedure Separate;

Labour-management meetings described in this article shall not deal with grievances being processed under the provisions of the article on grievance procedure.

8.08 Violations.c.:8.08 Violations;

If the Corporation, in the opinion of the arbitrator, has failed to hold constructive and meaningful consultations in an effort to reach agreement on a matter requiring such consultation by virtue of this article, the arbitrator shall require the Corporation to rescind the disputed decision, restore the situation prevailing prior to the disputed decision or action, and make restitution where appropriate, in addition to any other corrective action he/she may impose.

8.09 Paid Attendance.c.:8.09 Paid Attendance;

(a) Union representatives attending Union/Management meetings shall not suffer any loss of regular pay for travelling to or from or attendance at such meetings on the day on which the meeting is held. As far as practicable, meetings will be held during the scheduled hours of the representatives participating.

(b) If the activities conducted in (a) above are conducted outside the employee's scheduled hours of work, the employee's schedule will be changed to the shift during which the activities take place, and the provisions concerning schedule and shift changes will not apply.

8.10 Reference of Disagreement.c.:8.10 Reference of Disagreement;

Where the parties cannot reach agreement on an issue submitted to consultation according to the terms of clause 8.04, that issue shall be referred for arbitration to an arbitrator listed in the current Collective Agreement.

The arbitrator's decision shall be binding on the parties.

8.11 Minutes of Union/Management Meetings.c.:8.11 Minutes of Union/Management Meetings;

The Corporation shall provide the participating Union representatives with minutes (as complete as possible) of the proceedings of any Union-Management meeting within a period which shall not exceed ten (10) calendar days of the date the meeting was held.



In the case of meetings at the local level, a copy of the minutes is sent within the same time limit to the National Director of the local concerned.

8.12 Union Representatives.c.:8.12 Union Representatives;

Full-time representatives of the Union may attend, without restrictions, any Union/Management meeting at any level.

ARTICLE 9.c.ARTICLE 9;

GRIEVANCE AND ARBITRATION PROCEDURE.c.:GRIEVANCE AND ARBITRATION PROCEDURE;

9.01 Definitions.c.:9.01 Definitions;

In this article:

(a) "Grievance" means a complaint in writing presented by the Union;

(b) "Authorized representative of the Union" means a person designated by the Union to see to grievances;

(c) "Union steward" means a postal 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 postal employee to act on his/her behalf;

(d) "Corporation" means a person authorized to respond in writing to grievances.

9.02 Representatives.c.:9.02 Representatives;

The Union shall notify the Corporation in writing of the names and areas of jurisdiction of the persons authorized to represent the Union and/or the employees for the purposes of this article and shall promptly notify the Corporation in writing of any changes in these names.

The Corporation shall designate a representative in the grievance procedure and shall inform the Union at the national, regional and local levels of the name and title of the representative so designated, together with the name, title and address of the supervisor or local officer to whom a grievance is to be presented.

9.03 Recognition of Union Stewards.c.:9.03 Recognition of Union Stewards;

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

It is understood that this right shall be granted during the Union steward's shift or at the latest at the start of his/her following shift.

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

9.04 Rights and Responsibilities of Union Stewards.c.:9.04 Rights and Responsibilities of Union Stewards;

The Corporation agrees that Union stewards shall not be hindered, constrained, prevented nor impeded in any way in the accomplishment of their

duties while investigating complaints and representing employees in accordance with the provisions of this article. Whenever the Union steward decides to investigate an urgent complaint, he/she shall seek from his/her supervisor permission to leave his/her work, indicating the nature of the complaint, and such permission shall be granted to him/her within the next thirty (30) minutes. For the purposes of his/her investigation, he/she shall be allowed all the reasonable time required, and he/she shall report to his/her supervisor before returning to his/her normal functions.

9.05 Rights of Employees to Complain.c.:9.05 Rights of Employees to Complain;

Both parties recognize that an employee, accompanied by a Union steward if he/she so wishes, has the right to discuss with his/her supervisor any question or complaint relating to his/her working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.

9.06 Right to Present a Grievance.c.:9.06 Right to Present a Grievance;

An authorized representative of the Union may present a grievance if he/she believes that an employee, a group of employees, the employees as a whole or the Union have been aggrieved or treated in an unjust or unfair manner.

9.07 Right to Present a Policy Grievance.c.:9.07 Right to Present a Policy Grievance;

An authorized representative of the Union or a national representative of the Corporation may present a policy grievance in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

- (a) where there is a disagreement between the Corporation and the Union concerning the interpretation or the application of the Collective Agreement;
- (b) where the Union is of the opinion that a policy, directive, regulation, instruction or communication of the Corporation has or will have the effect of contravening any provision of the Collective Agreement, of causing prejudice to employees of the Union or of being unjust or unfair to them.

9.08 Presentation of Grievances.c.:9.08 Presentation of Grievances;

(a) Where the Union wishes to present a grievance, an authorized representative of the Union shall transmit the grievance to a supervisor or local officer in charge who shall forthwith:

(i) enter on the grievance and the copies the date on which the grievance was received;

(ii) provide the representative of the Union with a copy of the grievance;

(iii) forward the grievance to the representative of the Corporation authorized to reply to the grievance at the appropriate level.

(b) Notwithstanding paragraph (a) hereinabove, an authorized representative of the Union may transmit the grievance directly to the person designated by the Corporation at its head office in the case of a collective

grievance concerning a group of employees, the employees as a whole or the Union, and in the case of a policy grievance.

(c) Except as otherwise provided for in the Collective Agreement, a meeting within the context of the grievance procedure shall be held in the following location:

(i) LOCAL LEVEL: with the authorized representative of the Corporation; the meeting is held in the postal installation of the authorized representative of the Corporation.

(ii) NATIONAL LEVEL: with the Corporate Manager, Labour Relations, or his/her delegate at head office; the meeting is held at the head office of the Corporation for all grievances submitted under clause 9.08(b).

9.09 Time Limit on Initial Grievance.c.:9.09 Time Limit on Initial Grievance;

(a) A grievance concerning only one employee may be presented by an authorized representative of the Union not later than the twenty-fifth (25th) working day after the date on which this employee first became aware of the action or circumstances giving rise to the grievance.

(b) A grievance concerning a group of employees may be presented by an authorized representative of the Union not later than on the first of the two following dates:

(i) the twenty-fifth (25th) working day after the date on which the last employee of the group first became aware of the action or circumstances giving rise to the grievance;

or

(ii) the twenty-fifth (25th) working day after the date on which the Union first became aware of the action or circumstances giving rise to the grievance;

(iii) notwithstanding paragraphs (i) and (ii) above, not later than the sixtieth (60th) working day following the date on which the first employee of the group first became aware of the action or circumstances giving rise to the grievance.

(c) A grievance concerning the employees of the bargaining unit as a whole or the Union as such may be presented by an authorized representative of the Union not later than the twenty-fifth (25th) working day after the date on which the Union first became aware of the action or circumstances giving rise to the grievance.

(d) A policy grievance may be presented by an authorized representative of the Union at any time.

9.10 Corporation's Reply.c.:9.10 Corporation's Reply;  
Within twenty (20) working days after receipt of such presentation the Corporation shall reply in writing to the grievance.

9.11 Failure to Reply by the Corporation.c.:9.11 Failure to Reply by the Corporation;

If the Corporation does not reply to the grievance within the prescribed time limit, the grievance may be referred to arbitration after the last day on which the Corporation was required to reply to the grievance.

9.12 Description of the Grievance.c.:9.12 Description of the Grievance;

The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the Collective Agreement. During the grievance procedure the Union shall, at the request of the Corporation, endeavor to clarify the written description of the grievance. The Union may clarify the written description of the grievance without changing its substance.

9.13 Substance of Grievance Takes Priority.c.:9.13 Substance of Grievance Takes Priority;

A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity or the fact it is not written on or in accordance with the grievance form supplied by the Corporation, or the fact that it was not presented in accordance with clause 9.08.

9.14 Content of the Reply.c.:9.14 Content of the Reply;

The reply of the Corporation shall be sufficiently clear so as to determine the relationship between the Collective Agreement, the grievance and the Corporation's decision.

9.15 Codification and Copies of Grievances.c.:9.15 Codification and Copies of Grievances;

(a) The Corporation agrees to inscribe on copies of its reply the codification indicated on every grievance submitted.

(b) The Corporation agrees to distribute to the Union copies of the grievances submitted and copies of its reply in the following manner:

3rd copy to the national office of the Union;

4th copy to the regional office of the Union;

5th copy to the local office of the Union;

6th copy to the employee on behalf of whom the grievance has been submitted.

9.16 Desirability of Holding Regular Grievance Meetings.c.:9.16 Desirability of Holding Regular Grievance Meetings;

The parties agree on the desirability of holding regular meetings for resolution of grievances on a weekly basis. Such meetings should be agreed on mutually at the appropriate level to ensure that there is no delay in the resolution of grievances.

9.17 Permission to Leave Work.c.:9.17 Permission to Leave Work;

Where the presence of an employee concerned by a grievance is required by the Union in order to discuss this grievance with the Corporation at the local hearing of the grievance procedure, the employee shall obtain the permission of his/her supervisor before leaving his/her work for this purpose. Such permission shall be granted as soon as possible and shall not be withheld unreasonably. The employee shall report back to his/her supervisor before resuming his/her normal duties.

9.18 Withdrawal of Grievances.c.:9.18 Withdrawal of Grievances;

The Union may, by written notice, withdraw a grievance at any time.

The withdrawal of a grievance shall not prejudice the position of the Union on any other grievance of a similar nature.

9.19 Final Decision.c.:9.19 Final Decision;

(a) Where a representative of the Corporation sustains a grievance, such a decision is final and binding upon the Corporation and should be implemented without delay.

(b) Exceptionally, if the decision involved was reached at or as a result of a local hearing, the Corporation may disallow it in writing within fifteen (15) working days and thus delay its implementation. In such a case, the grievance may be referred to arbitration.

(c) In the case of a grievance sustained during the grievance procedure or at arbitration, the Corporation shall inform the local, regional and/or national levels as appropriate of the union and the employee concerned by way of the form shown in Appendix "B-4" of the action taken to implement the redress requested.

(d) If the decision is not implemented, the Union may, after thirty (30) working days, refer the grievance to arbitration and the arbitrator is then bound by the decision reached by the representative of the Corporation.

9.20 Changes in Time Limits.c.:9.20 Changes in Time Limits;

The time limits specified above are maximum time limits, in order to provide for circumstances which might cause delays. The parties agree that grievances shall be processed as expeditiously as possible. However, the time limits stipulated in this procedure may be extended by mutual agreement between the Corporation and the Union.

9.21 Grievance by Mail.c.:9.21 Grievance by Mail;

Where the provisions of the clause on the 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 on which it is postmarked, and it shall be deemed to have been received by the Corporation on the day it is delivered to the appropriate office of the Corporation. Similarly, the Corporation shall be deemed to have delivered a reply on the date on which the letter containing the reply is postmarked, but the time limit within which the Union may refer the grievance to arbitration shall be calculated from the date on which the Corporation's reply was delivered to the address shown on the grievance form.

9.22 If Grievance not Received.c.:9.22 If Grievance not Received;

Where the Union can establish that a grievance has been presented and the Corporation has not received same, the grievance may be resubmitted. Such presentation shall have the same force and effect as the first grievance submitted. A second grievance shall not be presented later than the thirtieth (30th) working day following the date on which the first grievance was presented.

9.23 Right to Arbitration.c.:9.23 Right to Arbitration;

When a grievance has been presented and has not been dealt with to the satisfaction of the Union, the Union may refer such grievance to arbitration if it is a complaint concerning:

- (a) the interpretation, application, or alleged violation of the Collective Agreement, including any disciplinary measure and termination of employment;
- (b) any alteration of an existing working condition concerning the payment to an employee of a premium, an allowance or other financial benefit, or any discriminatory application of such premium, allowance or financial benefit.

9.24 Reference to Arbitration.c.:9.24 Reference to Arbitration;  
When the Union decides to refer a grievance to arbitration, it shall notify the Corporation in writing. This notice shall be given not later than the thirtieth (30th) working day after the Union has received the reply of the Corporation.

The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Corporation and the Union.

An arbitrator or arbitration board may extend the time for referring a grievance to arbitration, notwithstanding the expiration of such time, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the other party will not be prejudiced by the extension.

9.25 Sole Arbitrator.c.:9.25 Sole Arbitrator;  
Grievances referred to arbitration shall be heard by a sole arbitrator except if the parties agree that a grievance be heard by an arbitration board.

9.26 Arbitration Procedure and Lists of Arbitrators.c.:9.26 Arbitration Procedure and Lists of Arbitrators;

(1) The arbitrator who shall hear a grievance is designated in accordance with the procedure in this article.

The following procedure is established in order to accelerate the final resolution of grievances. Therefore, a grievance shall not be defeated because of any irregularities occurring in the application of this procedure.

(2)(a) For the purpose of this procedure, the parties agree that there are five geographical areas: the Atlantic Provinces, the Province of Quebec, the Province of Ontario, the Provinces of Manitoba, Saskatchewan and Alberta and the Province of British Columbia, the Yukon and the Northwest Territories.

(b) The following persons shall act as arbitrators to hear the grievances coming from the area for which they are appointed for the area formal and regular grievance procedures.

ATLANTIC PROVINCES

I.ÿChristie

B.ÿOuthouse

J.A.ÿMcLellan

W.ÿThistle

PROVINCE OF QUEBEC

G.ÿDulude

C.ÿLauzon

R.ÿBlouin

A.ÿRousseau

F.ÿMorin

A.ÿSylvestre

R. Leboeuf  
H. Frumkin  
J.G. Clément  
M. Gravel  
A. Bergeron  
M.F. Bich  
D. Sabourin  
H. Gagnon  
M. Morin

PROVINCE OF ONTARIO

K. Burkett

K. Swan  
O. Shime  
M. Picher  
P. Picher  
M. Teplitsky  
M. Saltman  
S.J. Frankel  
K. Hinnegan  
F. Von Veh  
D. Kates  
G. Brent  
W.D. Brown  
J. Brunner  
J. Devlin  
J.D. O'Shea  
D. Stanley

PROVINCES OF ALBERTA, MANITOBA AND SASKATCHEWAN

A.V.M. Beattie

M. Freedman  
T.A.B. Jolliffe  
A. Ponak  
J. London  
T. Wakeling  
K. Norman  
R. Hucal  
D. McCaffrey

PROVINCE OF BRITISH COLUMBIA, THE YUKON AND  
NORTHWEST TERRITORIES

R. Bird

R. Blasina  
M. Cherkow  
E.B. Jolliffe  
S. Kelleher  
C. McKee  
V. Ready

D. Monroe

(c) The national list of arbitrators shall be used for policy grievances, grievances concerning the unit as a whole, grievances concerning the Union as such and grievances concerning employees in more than one area described above. The national arbitrators shall by rotation be assigned grievances in the chronological order in which they were referred to arbitration, unless the parties agree otherwise.

NATIONAL LIST OF ARBITRATORS

Guy Dulude

Innis Christie

Kevin Burkett

Rodrigue Blouin

Ken Swan

T.A.B. Jolliffe

Claude Lauzon

Hugh Jamieson

Michel Picher

Raymond Leboeuf

Andr y Bergeron

(3) Should a person hereinabove designated refuse or be unable to act as arbitrator, the parties shall appoint another person as substitute. If the parties are unable to agree on the selection of a person, the substitute shall be appointed by the Minister of Labour upon request by either party.

(4) (i) Forthwith upon the signature of this Agreement and periodically thereafter, the parties shall make arrangements with every arbitrator to set apart in advance a list of hearing days. The number of days so determined by all the arbitrators of an area shall allow enough time to expeditiously dispose of all the grievances coming from this area.

(ii) At least half the hearing days set apart by area arbitrators shall be used for the hearing of grievances heard under the regular arbitration procedure.

(5) Regular Arbitration Procedure

The regular arbitration procedure is an informal and accelerated mechanism to facilitate a more speedy settlement of grievances arising out of the application of the Collective Agreement.

(a) The grievances will be assigned to the arbitrators on the area list in the chronological order of the date in which they were referred to arbitration pursuant to clause 9.24. A modification may be brought to the chronological order to allow the hearing of a grievance in a location other than the location where it was presented.

The Union shall forward to the Corporation a list of the grievances to be heard on the day or days scheduled for the hearing of grievances according to the regular arbitration procedure.

(b) The aforementioned list shall be forwarded to the Corporation no later than thirty (30) working days in advance of the hearing.

(c) To ensure the efficiency of the regular arbitration procedure, the



parties agree that a reasonable number of grievances must be dealt with by each arbitrator for each of the days of hearings set aside. The parties agree that the scheduled number of cases to be heard shall not be less than twenty-five (25), if warranted by the inventory.

(d) If at the time of the forwarding of such list there exists a delay greater than six (6) months between the referral date of a grievance in the regular procedure inventory and the scheduled date of hearing of said grievance at the location, the Union shall then be entitled to identify for hearing the first three (3) cases of every group of ten (10) cases to be heard without respecting the FIFO rule. The Union shall continue to be so entitled for the subsequent lists until such time as the above described delay ceases to be greater than six (6) months.

(e) The parties shall meet at least one week prior to the arbitration hearing in order to exchange a copy of any document they intend to use during the arbitration, including precedents and authorities.

(f) The parties shall, in collaboration, establish and attempt to agree on the facts relevant to each grievance.

(g) The meeting described above is also for the purpose of reviewing grievances and settling as many of them as possible.

(h) The parties shall make every reasonable attempt to minimize the use of witnesses in the regular arbitration procedure.

(i) Once the list provided for in paragraph 5 (b) has been forwarded, the parties may agree that other grievances in abeyance and raising similar issues to the issues raised by the grievances scheduled to be heard can be amalgamated to be heard simultaneously.

(j) Any other grievances including discharge cases may also be heard in accordance with the regular arbitration procedure if the parties so agree.

(k) The other provisions of this Collective Agreement shall fully apply to regular arbitration except to the extent they are modified by the provisions of paragraphs (h) and (l) to (t) hereinafter.

(l) As soon as possible prior to the date of hearing each party shall forward to the other party and to the arbitrator a copy of any document that it intends to use during the hearing including precedents and authorities. Each party may also forward to the other party and to the arbitrator a brief statement of the issue in dispute.

(m) The parties agree not to use lawyers to represent them in regular arbitration.

(n) The parties may agree at any time to commence or pursue the hearing of a grievance in accordance with the formal arbitration procedure.

At the request of a party, the arbitrator may rule that a grievance is of such an exceptional nature that it should be referred to the formal arbitration procedure.

(o) The arbitrator must hear the grievance thoroughly before rendering a decision on a preliminary objection unless he/she can dispose of this objection at once.

(p) The hearing shall be conducted in the most informal and expedited way that is possible according to the nature of the grievances and all

circumstances.

(q) Unless both parties agree, no written submission, precedent or authority shall be delivered to the arbitrator after the hearing.

(r) Whenever possible the arbitrator shall deliver his/her decision orally at the conclusion of the hearing in giving a brief resume of his/her reasons and confirm his/her conclusions in writing thereafter.

When the decision is not delivered orally at the conclusion of the hearing, the arbitrator shall render it in writing as soon as possible thereafter with a brief resume of his/her reasons.

(s) Subject to paragraph (r) hereinabove, the arbitrator acting in the regular arbitration procedure shall not be subject to clause 9.32.

(t) The decision of the arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitration. Clause 9.37 shall not apply to such decision.

(u) The parties may at any time agree not to follow any of the rules outlined in paragraphs (l) to (t) hereinabove.

(6) Formal Arbitration Procedure

(a) The Union shall forward to the Corporation a list of the grievances to be heard, the names of the arbitrators assigned and the date(s) of hearing for each. The list shall be made in keeping with the chronological order in which the grievances were referred to in the area on a first in first out basis, and each case shall be scheduled in that order for the first available date of hearing of the month, according to the availability of the arbitrators.

(b) The aforementioned list shall be forwarded to the Corporation no later than thirty (30) working days in advance of the hearing.

(c) Where a grievance is scheduled to be heard at the formal arbitration procedure, the Union shall notify in writing the arbitrator of the appropriate list who in accordance with the rules established in paragraph 2(b) must act. At the same time, the Union shall forward a copy of the notice to the Corporation. The notice shall also identify the location of the hearing and the language in which the hearing shall be conducted.

(d) If at the time of the forwarding of such list there exists a delay greater than six (6) months between the referral date of a grievance in the area formal process inventory and the scheduled date of hearing of said grievance in the area, the Union shall then be entitled to identify for hearing the first two (2) cases of every group of ten (10) cases to be heard without respecting the FIFO rule. The Union shall continue to be so entitled for the subsequent lists until such time as the above described delay ceases to be greater than six (6) months.

National Formal Arbitration

(e) (i) Grievances to be heard by the arbitrators appearing on the national list will be assigned in the chronological order in which they were referred to arbitration, unless otherwise agreed to by the parties.

(ii) Where more than one grievance is referred to an arbitrator, the concerned party determines the order in which the grievances will be heard.

(iii) At least thirty (30) working days in advance of the hearing, one or the other party shall forward to the other party a list of the grievances to

be heard, the names of the arbitrators assigned and the date(s) of hearing for each. The notice shall identify the location of the hearing and the language in which the hearing shall be conducted.

(7) The notices hereinabove mentioned shall also fix one or more days of hearing among the days set apart by the designated arbitrator. The hearing of the grievance shall then commence and be pursued on the day or days so fixed unless the arbitrator decides for serious reasons to postpone the hearing to another day.

#### General Provisions

(8) If the designated arbitrator did not set apart days for hearings or if the days so reserved are no longer available or too far away, the arbitrator shall, upon request by either party, determine a day or days to commence and pursue the hearing.

(9) Where the designated arbitrator is unable to commence the hearing of the grievance within sixty (60) calendar days or where he/she refuses or is unable to act, the Union may then call upon the following arbitrator of the appropriate list to hear the grievance in following the procedure set forth in paragraphs 5, 6 and 7 hereinabove.

(10) Upon receipt of the notice provided for in paragraphs 5 and 6 hereinabove, the Corporation shall make arrangements to provide premises for the sittings of arbitration and notify in writing the arbitrator and the Union accordingly.

(11) Where different grievances raise similar issues, the Union may refer such grievances to the same arbitrator in order to have these grievances dealt with simultaneously. If the arbitrator decides that the grievances will not be heard simultaneously, the Union may then,

(a) determine the grievance or the grievances that will be heard immediately by this arbitrator;

(b) decide if the other grievances will be heard later on by the same arbitrator or by another arbitrator.

Where the Union decides that these other grievances will be heard by another arbitrator, it shall proceed in accordance with the provisions of paragraphs 5, 6 and 7 hereinabove.

(12) The parties may at any time agree that a grievance be referred to an arbitrator whose name does not appear on the lists of paragraph 2 hereinabove. In such a case, the arbitrator is selected by the parties and if they are unable to agree, he/she shall be appointed by the Minister of Labour upon request by either party.

(13) The following rules shall apply where the parties agree that a grievance be referred to a board of arbitration:

(a) each party shall forthwith appoint a representative to be a member of the board and notify accordingly the other party in writing;

(b) the parties shall forthwith agree on the selection of a person to be the chairperson of the board of arbitration; if the parties are unable to agree, the chairperson shall be appointed by the Minister of Labour upon request by either party;

(c) as soon as the board of arbitration has been established, it shall forthwith call the parties to proceed with the hearing of the grievance;

(d) the provisions of clauses 9.27 to 9.37 shall apply to a board of arbitration with such modifications that may be required.

(14) Subject to the following exceptions, all grievances shall be heard in conformity with the regular arbitration procedure. Grievances concerning termination of employment including release for incapacity grievances (10.10), grievances that concern the unit as a whole or the Union as such, grievances concerning employees in more than one area, and policy grievances shall be heard in the formal procedure.

(15) Any translated arbitration decision shall be forwarded to the Union. It is understood that the translated version shall not be regarded as official. Every month the Corporation shall transmit to the Union the list of the arbitration decisions that will be translated.

(16) In an effort to keep the regular arbitration procedure free from issues that may eventually become academic only, the parties agree to hold in abeyance any unresolved grievance where discipline was imposed with no financial impact on the employee such as reprimands or waived suspensions.

These grievances shall be kept in abeyance until one or the other party wishes to rely on the presence or absence of such discipline in relation to another relevant issue or, at the latest twelve (12) months from the date of the alleged infraction.

At the expiration of the twelve (12) months, the grievance shall be deemed to be settled.

While in abeyance, such grievance will not be computed in the FIFO process and any time spent in abeyance will not be computed in the six (6) months delay described in paragraph 5 above.

(17) Where an issue will be dealt with at national formal arbitration such that it may have an influence on the disposition of other grievances that are part of the regular procedure inventory of grievances, the parties may agree to keep those regular procedure grievances in abeyance until the issue is disposed of at formal arbitration.

While in abeyance, those grievances will not be computed in the FIFO process and any time spent in abeyance will not be computed in the six (6) months delay, described in paragraph 5 above.

9.27 Hearing of the Grievance.c.:9.27 Hearing of the Grievance;

The arbitrator to whom the grievance was referred shall promptly hear the parties. He/she may, ex officio, call the parties to proceed with the hearing of the grievance and proceed in the absence of a party if such party was duly notified of the hearing.

9.28 Location of the Sittings of Arbitration.c.:9.28 Location of the Sittings of Arbitration;

The sittings of arbitration shall be held in the Corporation's offices or any other facilities provided by the Corporation.

9.29 Burden of Proof Concerning Qualifications.c.:9.29 Burden of Proof Concerning Qualifications;

The burden of proof shall rest with the Corporation in all cases where it alleges or claims that an employee does not possess the requisite qualifications or has not acquired the requisite knowledge to obtain or keep a position.

9.30 Visit to Place of Work.c.:9.30 Visit to Place of Work;

The arbitrator may order that a visit of workplaces be conducted under such conditions that he/she shall determine.

9.31 Interim Decision.c.:9.31 Interim Decision;

(a) The arbitrator may render any interim or preliminary decision that he/she considers appropriate. He/she may also, when rendering a decision, remain seized of the grievance to determine the quantum of compensation payable, if any, if the parties fail to agree, or to correct clerical mistakes or errors arising from accidental slips or omissions, upon the request of either party.

(b) Cease and Desist Order

(1) The Union or the Corporation may apply to an arbitrator of the national list for the issuance of an interlocutory order to cease and desist in the nature of an interlocutory injunction in accordance with the following procedure:

(2) A grievance claiming a contravention of the Collective Agreement and seeking the issuance of such an interlocutory order shall be presented at the national level in accordance with clause 9.08(b) in the case of a Union grievance or by letter addressed to the National President of the Union in the case of grievance by the Corporation.

The application shall be sufficiently detailed as to the circumstances relied upon and as to the order sought. The application shall be signed by a National Representative of the Union member of its Executive Committee in Ottawa or as the case may be, by an officer of the Corporation or its National Corporate Manager, Labour Relations in Ottawa.

(3) The application for an interlocutory order shall be referred to the national list arbitrator to whom the next grievance should be referred according to the rotation rules.

(4) A period of at least five (5) working days must occur between the date of the presentation of the application and the date of its hearing by the arbitrator.

(5) The arbitrator to whom the application is referred must hear the parties as soon as is possible. If necessary, he/she may use a date of hearing already reserved for another grievance and displace same to a later date.

(6) The arbitrator hearing the application may issue an interlocutory order to cease and desist if he/she sees fit and if satisfied in particular of the following:

(a) that the evidence discloses a "prima facie" case of the existence of a contravention of the Collective Agreement or that such a contravention is about to occur;

(b) the situation is urgent;

(c) the balance of inconvenience favours the granting of such order;

(d) that without such order, the consequences of the contravention would be severe and could not be eventually corrected or compensated adequately;

(e) that there is no other useful recourse.

(7) The arbitrator may subject the issuance of an interlocutory order to any condition(s) that he/she deems equitable.

(8) Such interlocutory order shall not be in effect for more than twenty (20) calendar days. However, the order may be renewed as often as the arbitrator finds necessary until the decision disposing of the merit of the grievance, if the circumstances and conditions identified at paragraphs 6 and 7 are still in existence and are still met.

(9) Where such an interlocutory order is issued, the grievance must be heard by way of priority. The arbitrator who heard the application must see to it that the hearing of the grievance is referred to the national list arbitrator that is susceptible to hear the parties at the soonest possible time. If necessary, the arbitrator may order that a hearing date already reserved for another grievance be set aside and that the other grievance be displaced to a later date.

However, the parties may agree to select the arbitrator who heard the application for the purpose of hearing the grievance himself/herself.

(10) Even where an application for such an order is dismissed, the arbitrator may, if he/she deems it justified, order that the grievance be heard by way of priority in the same manner as described in paragraph 9.

(11) In other instances, the grievance is referred to a national list of arbitrators in accordance with clause 9.26.

(12) If it happens that a party wishes to present an application for such an order relative to a grievance where the hearing is already in progress in front of an arbitrator of the national list, the application shall be presented to that arbitrator in accordance however with the rules and conditions contained in paragraphs 1 to 11 above.

9.32 Award Must State Grounds.c.:9.32 Award Must State Grounds;

The arbitration award must state the grounds on which it is based and be rendered as expeditiously as possible. The arbitrator may render the decision immediately, but must give written reasons later on provided it is done within sixty (60) working days after the decision unless, owing to circumstances beyond the control of the arbitrator, it is not practicable to do so. In such a case, the award shall be executed without waiting for the reasons.

9.33 General Powers of the Arbitrator.c.:9.33 General Powers of the Arbitrator;

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

- (a) render a mere declaratory decision;
- (b) require the Corporation to rescind a decision which has been contested and to restore the situation as it existed prior to said decision;
- (c) evaluate the circumstances surrounding an abandonment of position or a resignation and decide in such a case on the validity of the employee's consent.

It is understood that the arbitrator shall be vested with all the powers

conferred upon him/her by the Canada Labour Code.

9.34            Restriction of Power.c.:9.34            Restriction of Power;  
                  The arbitrator shall not modify the provisions of this Collective Agreement.

9.35            Final Decision.c.:9.35            Final Decision;  
                  The award of the arbitrator shall be final and executory. It shall be binding upon the Corporation, the Union and the employees.

9.36            Costs of Arbitrators.c.:9.36            Costs of Arbitrators;  
(a)            When grievances are heard by a sole arbitrator the Corporation and the Union shall share equally the fees and expenses of the sole arbitrator.  
(b)            When grievances are heard by an arbitration board the Corporation and the Union shall share equally the fees and expenses of the chairperson of the board.

9.37            Future Cases.c.:9.37            Future Cases;  
                  The final decision rendered by an arbitrator binds the Corporation, the Union and the employees in all cases involving identical and/or substantially identical circumstances.

ARTICLE 10.c.ARTICLE 10;

DISCIPLINE, SUSPENSION AND.c.:DISCIPLINE, SUSPENSION AND;  
DISCHARGE

10.01           Just Cause and Burden of Proof.c.:10.01           Just Cause and Burden of Proof;

(a)            No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

(b)            In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Corporation and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

10.02           Personal File.c.:10.02            Personal File;  
(a)            The Corporation agrees that there shall be only one personal file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report is part of the said file.

(b)            No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within ten (10) calendar days after the date of the employee's alleged infraction, or of its coming to the attention of the Corporation, or of the Corporation's alleged source of dissatisfaction with him/her.

(c)            Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of twelve (12) months from the date of the alleged infraction.

(d)            A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the employee.

10.03 Access to Personal File.c.:10.03 Access to Personal File;

Upon written request from an employee, he/she and/or his/her Union representative shall have access to his/her official personal file in the presence of an authorized representative of the Corporation. The file should be made available within twenty-four (24) hours following the day of the written request, providing such file is available locally and, in all cases, within five (5) calendar days after the request. Where an employee's file is available for review and/or examination, reports as described in 10.02(c) are to be removed prior to such review and/or examination.

10.04 Interviews.c.:10.04 Interviews;

(a) The Corporation agrees to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature or related to his/her attendance record and to indicate:

(i) his/her right to be accompanied by a union representative as specified in clause 10.06;

(ii) the purpose of the meeting, including whether it involves the employee's personal file;

(iii) that if the employee's personal file is to be considered during the interview, the employee and/or his/her Union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 10.03.

(b) The employee has the right to refuse to participate or to continue to participate in such interview unless he/she has received the notice hereinabove provided for.

(c) If the employee fails to appear at the interview and does not explain his/her inability to do so, the Corporation shall proceed unilaterally.

10.05 Employee-Steward Relationship Confidential.c.:10.05

Employee-Steward Relationship Confidential;

The Corporation agrees that communications between an employee and his/her steward or other Union representative acting in that capacity are privileged and confidential and cannot be produced in evidence during arbitration.

10.06 Right to Representation.c.:10.06 Right to Representation;

(a) An employee summoned for an interview shall have the right, if he/she so requests, to be accompanied by a Union representative so that the latter may participate in good faith to the discussion and contribute to the clarification of the situation.

(b) An employee's resignation for any reason will not be accepted until the shop steward is advised.

10.07 No Right to Discipline.c.:10.07 No Right to Discipline;

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

10.08 Termination of Employment.c.:10.08 Termination of

Employment;

Article 9 and clause 10.01 shall apply mutatis mutandis to any form of termination of employment decided by the Corporation.

10.09 Release for Incompetence.c.:10.09 Release for Incompetence;



For greater certainty, it is understood that a release for incompetence shall be dealt with in the manner provided for disciplinary measures mutatis mutandis.

10.10 Release for Incapacity.c.:10.10 Release for Incapacity;

(a) Where the Corporation intends to release an employee for incapacity, it shall notify the employee in writing at least thirty (30) calendar days in advance and transmit a copy of this notice to the local and regional offices of the Union within the same time limit.

(b) If a grievance is submitted prior to the end of the thirty (30) calendar day period mentioned hereinabove, the employee shall not be released until the grievance has been settled or disposed of by the arbitrator.

(c) The arbitrator seized of a grievance in relation to a release for incapacity may substitute his/her own opinion to the opinion of the Corporation on any issue raised by the grievance. He/she may, furthermore, render any decision that he/she considers just and equitable according to the circumstances.

ARTICLE 11.c.ARTICLE 11;

SENIORITY.c.:SENIORITY;

11.01 Continuous Employment.c.:11.01 Continuous Employment;

(a) For the purpose of this Agreement, "continuous employment" shall mean the length of continuous service of an employee in the Public Service prior to October 16, 1984, and within the Canada Post Corporation. The continuity of service can only be broken by the final termination of employment.

The length of continuous service shall be calculated as follows:

(i) For any employee first hired in the Public Service prior to October 16, 1984: the length of continuous employment recognized to such employee in the Public Service when he/she became an employee of Canada Post Corporation and the length of his/her continuous service thereafter;

For more certainty, it is understood that no final termination of employment occurred where a person ceased to be employed in the Public Service to be hired by Canada Post Corporation.

(ii) For any other employee: the length of his/her continuous service since the date of his/her last hiring.

11.02 Seniority.c.:11.02 Seniority;

The seniority of the employees shall be determined in accordance with the following clauses.

11.03 Seniority in Group 1-PO Internal.c.:11.03 Seniority in Group 1-PO Internal;

The seniority of employees shall be measured by the length of continuous service within this group calculated from the date of the last entry as a regular employee within this group.

11.04 Seniority of Employees in Group 2-PO External.c.:11.04

Seniority of Employees in Group 2-PO External;

The seniority of the employees in Group 2-PO External shall be determined as follows:

(a) Employees appointed after September 1, 1960, have seniority from the date of appointment to the function.

(b) Employees appointed prior to September 1, 1960, have seniority from the date of full-time service in any function in the Corporation.

(c) Except as otherwise provided in this clause, seniority is portable upon transfer within Group 2-PO External regardless of location.

(d) Seniority for Relief Letter Carriers, Mail Service Courier (Relief) and Mail Service Courier (Heavy Vehicle) for the purpose of selection of assignments and shifts shall apply as follows:

(i) Seniority for employees in the above mentioned functions is determined in the same manner as described in paragraphs (a), (b) and (c) above except that, for employees appointed after January 1, 1961, seniority is based on the date of appointment to the applicable function;

(ii) Any former employee in the above mentioned functions has seniority only from the date of his/her latest appointment to the applicable function.

(e) Except as provided in 11.04(e) seniority shall not be transferable between the Letter Carrier function and the Mail Service Courier function.

(i) A Letter Carrier who successfully bids for and is subsequently assigned to a position of a Mail Service Courier shall, upon return to the Letter Carrier function, be credited with his/her original seniority as a Letter Carrier, plus his/her accrued seniority as a Mail Service Courier.

(ii) A Mail Service Courier who successfully bids for and who is subsequently assigned to a position of a Letter Carrier shall, upon return to the Mail Service Courier function, be credited with his/her original seniority as a Mail Service Courier, plus his/her accrued seniority as a Letter Carrier.

(f) Part-time employees covered by this Agreement shall have seniority in their respective function, from the date of entry into that function.

(g) Notwithstanding the provisions of paragraphs (a) to (f) above, seniority accumulated in Group 2-PO External from July 1, 1977 shall be portable to any position in Group 2-PO External.

(h) If a position within Group 2-PO External is abolished, and the employee is transferred to another function and/or location in Group 2-PO External, the transferred employee shall carry the seniority he/she had accumulated up to the time of transfer.

(i) In this article, the word "function" is used to mean "job title" - Letter Carrier (including Relief Letter Carrier), Mail Service Courier (including Mail Service Courier (Relief)), Mail Service Courier (Heavy Vehicle), Part-time Letter Carrier, Part-time Mail Service Courier, Part-time Mail Service Courier (Relief), or any other "job title" which may be established during the term of this Agreement.

11.05 Seniority in Group 3-GL&T.c.:11.05 Seniority in Group 3-GL&T;

The seniority of the employees shall be determined as follows:

(a) For the employees appointed to a position in this group prior to May 21, 1985, the seniority shall be measured by the length of continuous service with Canada Post Corporation and shall include the service of a person who was appointed to a position, in accordance with the Public Service Employment Act and who is an original employee as defined in the Canada Post

Corporation Act;

(b) Subject to the provisions of paragraph (c), the seniority of the employees appointed to a position in this group after May 20, 1985, shall be measured by the length of continuous service within this group, calculated from the date of appointment to a position within this group;

(c) Notwithstanding paragraph (b), the seniority is calculated as determined in paragraph (a) in the case of an employee appointed to a position within this group after May 20, 1985, if

(i) this employee was entitled to such seniority under the Collective Agreements that were applicable on January 31, 1989, and if  
(ii) on the date this Agreement comes into force, this employee is included in this group or Group 5-GS.

(d) If a part-time employee moves to a full-time position, his/her seniority as a part-time employee will be recognized on the basis of fifty per cent (50%) credit on the calculation of his/her full-time seniority.

11.06 Seniority in Group 4-EL.c.:11.06 Seniority in Group 4-EL;

The seniority of the employees shall be measured by the length of continuous service within this group calculated from the date of the last entry as a regular employee within this group.

11.07 Seniority in Group 5-GS.c.:11.07 Seniority in Group 5-GS;

The seniority of the employees shall be determined as follows:

(a) For the employees appointed to a position in this group prior to May 21, 1985, the seniority shall be measured by the length of continuous service in Canada Post Corporation and shall include the service of a person who was appointed to a position, in accordance with the Public Service Employment Act and who is an original employee as defined in the Canada Post Corporation Act;

(b) Subject to the provisions of paragraph (c), the seniority of the employees appointed to a position in this group after May 20, 1985, shall be measured by the length of continuous service within this group calculated from the date of appointment to a position within this group;

(c) Notwithstanding paragraph (b), the seniority is calculated as determined in paragraph (a) in the case of an employee appointed to a position within this group after May 20, 1985, if

(i) this employee was entitled to such seniority under the Collective Agreements that were applicable on January 31, 1989, and if  
(ii) on the date this Agreement comes into force, this employee is included in this group or Group 3-GL&T.

(d) if a part-time employee moves to a full-time position, his/her seniority as a part-time employee will be recognized on the basis of fifty per cent (50%) credit on the calculation of his/her full-time seniority.

11.08 Seniority in the Bargaining Unit.c.:11.08 Seniority in the Bargaining Unit;

(a) As of the coming into force of this Collective Agreement where an employee is moving from one group to another:

(i) the seniority of the employee in the new group shall be

measured by the length of continuous service within this group calculated from the date

of the last entry in a class within the new group;

ii) the employee retains but does not accumulate seniority in the former group.

(b) The provisions of paragraph (a) shall not apply to an employee in Group 3-GL&T who is moving in Group 5-GS and to an employee in Group 5-GS who is moving into Group 3-GL&T if the seniority of this employee is governed by paragraph (c) of clauses 11.05 or 11.07.

(c) Notwithstanding paragraph (a) above, a surplus employee or an employee subject to Article 54, who moves from one group of classes to another will continue to accumulate his/her seniority in the former group.

11.09 Accumulation of Seniority While on Leave.c.:11.09 Accumulation of Seniority While on Leave;

Employees covered by this Collective Agreement shall continue to accumulate seniority for all time spent on any leave, subject to clauses 11.10 and 11.11.

11.10 No Accumulation for Group 1-PO Internal.c.:11.10 No Accumulation for Group 1-PO Internal;

An employee shall not accumulate seniority during education leave provided for in clause 27.01.

11.11 No Accumulation for Group 3-GL&T and Group 5-GS.c.:11.11 No Accumulation for Group 3-GL&T and Group 5-GS;

An employee retains but does not accumulate seniority for continuous absences in excess of 3 months in the following cases:

(a) clause 23.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children for Group 3-GL&T and Group 5-GS;

(b) clause 27.05 Leave Without Pay for Personal Needs for Group 3-GL&T and Group 5-GS;

(c) clause 27.06 Leave Without Pay for Relocation of Spouse for Group 3-GL&T and Group 5-GS.

11.12 Accumulation of Seniority.c.:11.12 Accumulation of Seniority; Subject to clauses 11.10, 11.13, 11.14, 11.15 and 11.16 seniority shall

accumulate during the whole length of continuous employment in the bargaining unit.

11.13 Loss of Seniority for Group 1-PO Internal.c.:11.13 Loss of Seniority for Group 1-PO Internal;

An employee shall lose his/her seniority if he/she is:

(a) assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit to a managerial position in either an acting or permanent capacity;

(b) assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit to a non-managerial position in either an acting or permanent capacity;

(c) under (b) of this clause, if an employee returns to his/her former class within six (6) months, he/she shall be deemed to have continuous service for

seniority purposes.

(d) Notwithstanding (a) in a post office where there is less than one hundred and fifty (150) employees in the bargaining unit in Group 1-PO Internal or less than ten (10) supervisors associated with them, an employee in the bargaining unit who fills on an acting basis a supervisory position will not accumulate seniority during the period he/she holds the acting assignment. Such assignment is subject to the following conditions:

(i) previously accumulated seniority will be recognized upon his/her return to the bargaining unit on condition that the acting assignment shall be for a period of three (3) months or less;

(ii) an employee shall not return to an acting assignment unless and until thirty (30) calendar days have elapsed since his/her last acting assignment. This condition shall not apply if the acting assignment to be filled is for a period of ten (10) working days or less, in an isolated case.

(e) An employee shall not lose his/her seniority in the bargaining unit as a result of his/her filling on an acting basis a supervisory position during the Christmas rush period, such period is to be defined locally.

In such cases, however, the employee filling the acting assignment will not have the authority to discipline employees in the bargaining unit.

11.14 Loss of Seniority for Group 2-PO External.c.:11.14 Loss of Seniority for Group 2-PO External;

An employee shall lose his/her seniority where he/she, (a) is promoted, assigned or transferred to a position outside the bargaining unit, unless he/she returns to his/her former function within ninety (90) accumulative working days. If he/she returns within ninety (90) accumulative working days to his/her former function, he/she shall be deemed to have continuous service for purpose of seniority;

or

(b) is promoted to a managerial position in an acting capacity or a managerial developmental assignment, who works in the assignment(s) for ninety (90) accumulative working days shall lose his/her seniority.

(c) Notwithstanding (a) and subject to (b) above, employees, who as a result of requiring a temporary modified tour of duty of work accept to be employed outside the bargaining unit, upon return to the bargaining unit shall be deemed to have continuous service for the purpose of seniority. However, the National Union can agree to suspend the operation of (b) above in individual cases requiring an extended modified tour of duty;

(d) Notwithstanding (a) and (b) above, employees, who as a result of being declared surplus accept to be employed outside the bargaining unit and whose names remain on the recall list may return to the bargaining unit and shall have their previous bargaining unit seniority restored effective the date of return to the bargaining unit.

11.15 Loss of Seniority - Group 3-GL&T.c.:11.15 Loss of Seniority - Group 3-GL&T;

(a) An employee shall forfeit seniority if he/she is assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit. If the

employee returns to his/her former position within six (6) months, he/she shall be deemed to have continuous service for seniority purposes.

(b) Notwithstanding (a) above, a surplus employee who agrees to take a position outside the bargaining unit shall have the right to return to the bargaining unit in accordance with Article 13 - Filling Regular Vacancies. Such employee shall on his/her return be deemed to have continuous service for seniority purposes.

11.16 Loss of Seniority - Group 5-GS; 11.16 Loss of Seniority - Group 5-GS;

An employee shall forfeit seniority if he/she is assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit for a period of more than six (6) months.

11.17 Days Lost or Gained; 11.17 Days Lost or Gained;

In all cases, the seniority shall be determined on the basis of the continuous service but in taking into account days lost or gained, as the case may be, pursuant to the provisions of this Collective Agreement and of any Collective Agreement that may have been applicable to the employee.

11.18 Break in Service; 11.18 Break in Service;

A break in service shall be deemed to have occurred and seniority shall be forfeited in cases of

- (a) resignation,
- (b) discharge, release or dismissal for just cause in each case,
- (c) abandonment of position; an employee has abandoned his/her position if he/she has been absent from work without valid reasons for a period of more than ten (10) consecutive working days and without notice to the Corporation unless he/she shows that he/she was unable to notify the Corporation because of exceptional circumstances.

11.19 Seniority Lists; 11.19 Seniority Lists;

(a) Copies of local seniority lists shall be given by the Corporation to the appropriate local of the Union as soon as possible but not later than two (2) months following the signing of the Collective Agreement. The Corporation shall provide revised lists every six (6) months or more frequently as determined through local consultation.

(b) Each time the Corporation provides the local of the Union with seniority lists in accordance with the previous paragraph, a copy of the seniority lists applying thereto shall be posted in each postal installation.

(c) Seniority lists shall rank the employees by order of seniority and shall indicate the following:

- (i) name of employee;
- (ii) starting date of continuous employment;
- (iii) work location (office);
- (iv) class and level;
- (v) employee's I.D. number;
- (vi) seniority date.

(d) These lists shall indicate the total number of days of seniority lost by reason of the application of the provisions of this article. The number of days of

seniority lost shall be calculated in accordance with the provisions of clause 11.01.

(e) For the purpose of (c)(iii) above, where practicable and following local consultation, these lists shall contain section and shift.

11.20 Emergency Suspension of Seniority.c.:11.20 Emergency Suspension of Seniority;

In any emergency beyond the control of the Corporation, employees may, without regard to seniority, be assigned, for the duration of the emergency, to any duties normally performed by employees within their group. In the application of this clause, the fluctuations in mail volumes shall not in themselves be deemed to be emergencies.

11.21 Use of Seniority.c.:11.21 Use of Seniority;  
Seniority shall be used to accommodate employees' preferences where the Collective Agreement so provides.

11.22 Use of Seniority in Groupy1-PO Internal.c.:11.22 Use of Seniority in Groupy1-PO Internal;

Seniority shall be used to accommodate employee preferences in the selection of replacements within a class, in accordance with Articley12, clausey13.12 and clause 13.13 as applicable, for employees granted leave for more than ten (10) consecutive working days.

ARTICLE 12.c.ARTICLE 12;

PREFERRED ASSIGNMENTS.c.:PREFERRED ASSIGNMENTS;

12.01 Preferred Assignments in Staff Post Offices Grades 9 and Up.c.:12.01 Preferred Assignments in Staff Post Offices Grades 9 and Up;

(a) Assignment of Postal Clerks to full-time continuous work assignments in the functions listed below, in staff post offices Grades 9 and up shall be in accordance with this article:

- (i) wicket/counter sections, including philatelic service;
- (ii) registration sections;
- (iii) directory service

- repair of damaged mail

- undeliverable mail;

(iv) postage due - including collection and rating of short paid items;

(v) special delivery, special letter, special occasion letter and C.O.D.'s.

(b) Where practicable, work in these functions shall be combined together and/or with other work to create a full-time continuous assignment.

12.02 Authorization for Counter Credits.c.:12.02 Authorization for Counter Credits;

(a) Notwithstanding the foregoing, wicket/counter assignments which require authorization for counter credits shall be given to full-time employees in staff post offices Grades 9 and up.

(b) Where practicable, wicket/counter assignments which require

authorization for counter credits shall be given to full-time employees in staff post offices Grades 7 and 8.

(c) Work under this clause may be combined with other duties in order to create a full-time continuous assignment.

12.03 Method of Assignment.c.:12.03 Method of Assignment;  
When there is a vacant position which constitutes a preferred assignment for the purpose of this article, the position shall be filled in accordance with Article 13 as provided for Group 1-PO Internal except in cases provided for under clause 13.19.

ARTICLE 13.c.ARTICLE 13;

FILLING REGULAR VACANCIES.c.:FILLING REGULAR VACANCIES;

(A) GENERAL PROVISIONS

13.01 Shifts for Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS.c.:13.01 Shifts for Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS;

(a) A shift is a period during the day when the work is performed.

(b) Shifts are the day shift, the evening shift and the night shift:

(i) The day shift is a day's work beginning and ending between 0600 hours and 1800 hours;

(ii) The evening shift is a day's work ending after 1800 hours;

(iii) The night shift is a day's work ending after 2400 hours or beginning before 0600 hours.

(c) A day's work shall not include overtime.

13.02 Rotating and Fixed Positions.c.:13.02 Rotating and Fixed Positions;

(a) A rotating position is a position whose incumbent is called upon to work on more than one shift on a predetermined systematic cycle.

(b) A fixed position is a position in which an employee does not rotate to different shifts.

13.03 Position in Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS.c.:13.03 Position in Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS;

(a) A position is identified by the following constituent elements:

(i) the class of employment;

(ii) the office where the work is performed;

(iii) the section where the work is performed;

(iv) the work schedule for those holding fixed positions or the cycle of shifts for those holding rotating positions.

(b) If one of the constituent elements is changed, the position is filled in accordance with this article.

(c) A complement is any group of employees holding identical positions as defined in paragraph (a) above.

13.04 Vacant Position in Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS.c.:13.04 Vacant Position in Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS;

A position is vacant when there is no incumbent, that is to say when:



- (a) the incumbent ceases to be an employee;
- (b) the incumbent becomes the incumbent of another position;
- (c) an additional position (including the cases where a new section or a new office is opened) is created;
- (d) The incumbent is assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit for a temporary period of more than ten (10) days. The vacancy so occurring shall be filled but only by the employees of the same class within the same office in accordance with clauses 13.12, 13.29, 13.34 or 13.37, as applicable. The same shall apply to the other vacancies resulting from the application of this paragraph. When the employee comes back into the bargaining unit, he/she shall have the right to return to work in his/her classification and in the office where he/she was previously working.

13.05 Methods of Filling Vacant Positions.c.:13.05 Methods of Filling Vacant Positions;

- (a) The Corporation shall fill vacant positions in accordance with provisions of this article.
- (b) In the case of vacant positions in Groupÿ1-PO Internal, the Corporation shall fill vacant positions as they occur.

13.06 Application.c.:13.06 Application;

- (a) It shall be the responsibility of any employee wishing to be transferred, promoted or demoted in accordance with this article to file a written application with his/her immediate supervisor indicating his/her desire to fill a vacancy which may occur in the future.

A duplicate of the application bearing the signature of the authorized representative of the Corporation shall be handed to the employee and transmitted to the local of the Union not later than a week after the application is filed.

The Corporation shall place at the disposal of employees the application forms referred to in this clause.

Subject to paragraph (b), the application shall remain valid for a period of twelve (12) months, including any application filed prior to the effective date of this Collective Agreement.

- (b) The application shall be nullified if an employee is offered the transfer, promotion or demotion he/she has applied for and he/she refuses it. In such case, the local of the Union is notified in writing.
- (c) Employees in Groupÿ1-PO Internal, who are transferred, promoted or demoted under clauses 13.12, 13.13 or 13.14 or new employees, are required to remain in their new position for a period of twelve (12) months prior to being allowed to apply for another transfer or demotion to another position outside their post office pursuant to this clause, unless the transfer or demotion is approved by the Corporation or unless it is a promotion.
- (d) The requirements of paragraph (a) above shall not apply for the transfer of employees in accordance with the provisions contained in 13.12(a), 13.29(b)(i), 13.34(b)(i) or 13.37(b)(i).

13.07 Vacant Positions Filled by Hiring.c.:13.07 Vacant Positions Filled by Hiring;

Where provisions of this article have been complied with and the position remains vacant, it shall be filled by another person.

The Corporation shall keep up-to-date eligibility lists to fill vacant positions that were not filled pursuant to this article as they occur.

13.08 Notice of Appointment.c.:13.08 Notice of Appointment;

When the vacancy is filled under the provisions of this article, the management at the local level shall advise in writing the applicants, if any, of the name and seniority of the appointed candidate. It shall also advise in writing the local of the Union and the regional office of the Union of the name and seniority of the appointed candidate and of the date of his/her appointment.

13.09 Notice of Vacant Position.c.:13.09 Notice of Vacant Position;

When the Corporation learns that a position is vacant or is to become vacant, it shall advise in writing the local of the Union indicating the date when the position has become or is to become vacant.

13.10 Expenses Incurred.c.:13.10 Expenses Incurred;

The Corporation shall not be required to reimburse travel and relocation expenses incurred by an employee when he/she has voluntarily accepted a new position in accordance with the provisions of this article. However, the Corporation shall reimburse such expenses when an employee is relocated because of a mistake of the Corporation or a violation of the Collective Agreement.

13.11 Acquiring Knowledge in Groupy1-PO Internal, Groupy2-PO External and.c.:13.11 Acquiring Knowledge in Groupy1-PO Internal, Groupy2-PO External and; Groupy5-GS

In the application of clauses 13.12, 13.13, 13.14, 13.22, 13.23, 13.24, 13.37, 13.38 and 13.39, it is understood that the employee must, in order to retain his/her position, acquire the specific knowledge requirements of the job within a reasonable period of time not to exceed six (6) months.

Where the employee does not acquire the specific knowledge, he/she shall, as the case may be, return to his/her former class and, in all cases, shall be offered another position in accordance with the order of priority outlined in clauses 13.12, 13.22 and 13.37.

(B) SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUPy1-PO INTERNAL

13.12 Vacant Positions Filled by Transfer Within an Office.c.:13.12 Vacant Positions Filled by Transfer Within an Office;

Unless otherwise specified in the Collective Agreement, vacant positions are first offered on the basis of seniority to regular employees of the class concerned in the following order of preference:

- (a) employees in the same section in a post office, or in a post office if there are no sections;
- (b) employees within a post office;
- (c) employees within a MAPP area.

13.13 Vacant Positions Filled by Employees in Groupy1-PO Internal.c.:13.13 Vacant Positions Filled by Employees in Groupy1-PO

Internal;

Where the provisions of clause 13.12 have been complied with and the position remains vacant, it shall be offered on the basis of seniority to the regular employees in Group 1-PO Internal.

13.14 Vacant Positions Filled by Other Employees.c.:13.14 Vacant Positions Filled by Other Employees;

Where the provisions of clauses 13.12 and 13.13 have been complied with and the position remains vacant, it shall be offered to the regular employees of the bargaining unit on the basis of the length of their continuous service.

13.15 Temporary Exception.c.:13.15 Temporary Exception;

Where a vacant position is being filled and the senior employee is not available, it may be filled temporarily from among available employees in accordance with the provisions of clause 13.12.

13.16 System of Work.c.:13.16 System of Work;

(a) In a postal establishment, the system of work may include rotating positions, fixed positions or both.

(b) The Corporation shall not change the system of work now in effect in a post office unless there has been meaningful consultation between the authorized representative of the Corporation and the representative of the Union local.

13.17 Annual Bidding for Group 1-PO Internal.c.:13.17 Annual Bidding for Group 1-PO Internal;

(a) Work schedules will be reopened for annual bidding in postal installations if the authorized representative of the Corporation is requested to do so in writing by the appropriate Union local. The procedure for filling positions shall be as outlined in clause 13.12.

(b) The shift bid will be authorized to take place in only those work sections specifically identified by the Union local in writing to the Corporation by September 1st.

(c) The bidding process will take place from the first week in September to November 15th. The new shift assignments resulting from the bid will be effected on the second Sunday of January of the following calendar year.

(d) Selection of an assignment to a postal station or a letter carrier depot for wicket/counter section duties including wicket/counter assignments shall be open for annual bidding if requested in writing by the appropriate Union local to the authorized representative of the Corporation. Such bidding shall be open only to those holding an assignment to a wicket/counter section. The provisions of paragraphs (a), (b) and (c) above shall apply.

13.18 Bilingual Positions in Group 1-PO Internal.c.:13.18 Bilingual Positions in Group 1-PO Internal;

(a) The employee who is the incumbent of a position when such position is designated as bilingual must be or become bilingual. Incumbents who are not bilingual shall be given a reasonable period of time to become bilingual. Incumbents failing to become bilingual shall be offered a non-bilingual position in accordance with the order of priority in clauses 13.12 and 13.13.

(b) Where a bilingual position becomes vacant or when a vacant position is designated bilingual it shall be filled in accordance with this Agreement and in such a case the provisions of clause 13.11 shall apply provided sufficient and adequate training in the other official language has been given to the employee.

13.19 Method of Assignment to a Preferred Assignment.c.:13.19

Method of Assignment to a Preferred Assignment;

When there is a vacant position which constitutes a preferred assignment in a postal station or in a letter carrier depot in a MAPP area or in a post office Grades 9 and up, it shall be offered in order of seniority to employees in accordance with the following order of priority:

(a) first, to employees who are already holders of a preferred assignment in the postal station or in the letter carrier depot where such vacancy has occurred;

(b) then, to employees who are already holders of a preferred assignment in any other postal station or any other letter carrier depot in the same post office or MAPP;

(c) finally, in accordance with the applicable provisions of Article 13.

13.20 Posting of Vacant Positions.c.:13.20 Posting of Vacant Positions;

To enable employees covered by paragraph (b) of clause 13.19 to select an assignment, the vacant positions are posted monthly in all postal stations and letter carrier depots in the post office or MAPP concerned.

The posting shall include the workplace, working schedule including starting and finishing time of the shift, and the time of the meal period, working days and weekly days off.

## (C) SELECTION OF VACANT POSITIONS AND ASSIGNMENTS IN GROUP 2-PO EXTERNAL

13.21 Selection of Assignments and Vacant Positions in Group 2-PO External.c.:13.21 Selection of Assignments and Vacant Positions in Group 2-PO External;

(a) For the purpose of clauses 13.21 to 13.28, assignments shall mean the assignment of employees to vacant Letter Carrier or Mail Service Courier positions.

(b) A position shall be deemed to be vacant where there are less employees than positions in a component.

(c) When it is known in advance that a position will become vacant, the Corporation will apply the procedure to staff the vacant position in accordance with clause 13.22.

(d) Vacancies among assignments shall be given to employees covered by clauses 13.21 to 13.28 and Articles 51 and 52 on the basis of seniority. The vacancies will be filled in the manner specified in clause 13.22 and clause 13.25.

13.22 Filling of Vacant Positions in Group 2-PO External.c.:13.22

Filling of Vacant Positions in Group 2-PO External;

For the purpose of this clause "level" shall mean "job level" (ie. POEXT1, POEXT2, POEXT3) and "function" shall mean "job title" (eg.

L.C. or MSC etc.). Vacant positions shall be given to employees in the following order of priority:

- (a) cross-over (in the component) in the same level by seniority (full-time to full-time, part-time to part-time);
- (b) part-time (in the component) in the same level and function by seniority, with more seniority than employees on the transfer list (c) below;
- (c) transfer (component to component) in the same level and function by seniority (full-time to full-time; part-time to part-time);
- (d) full-time or part-time (in the component) in any level or function by seniority (including full-time reverting to part-time);
- (e) full-time (component to component) in any level or function by seniority (including full-time reverting to part-time);
- (f) part-time (component to component) in any level or function by seniority.
- (g) Long term (in the component) in any level or function by seniority after the provisions of clause 13.24 have been complied with and the vacancy remains.
- (h) The appropriate transfer list established prior to the effective date of this Collective Agreement will remain in effect. All transfer requests will be placed on the appropriate list. These lists will be updated by seniority and an updated list will be provided to the local on a monthly basis.
- (i) Should there be a delay in the transferring employee moving from one component to another component caused by the employee, local Management at the receiving office may hire a term employee pending the arrival of the transferee from the date that the vacancy occurred.
- (j) Application for transfer will not be honoured for a particular vacant position unless it is received at the office to which the transfer is requested, ten (10) working days in advance of that vacant position becoming available.

13.23 Filling of Vacant Mail Service Courier (Heavy Vehicle) POÿEXTÿ3 Positions.c.:13.23 Filling of Vacant Mail Service Courier (Heavy Vehicle) POÿEXTÿ3 Positions;

Opportunity for training will be opened to the Mail Service Couriers, Levels POÿEXTÿ1 and POÿEXTÿ2 in accordance with the demands of the service.

Mail Service Couriers, POÿEXTÿ1 or POÿEXTÿ2, will be chosen by seniority to be trained to perform the duties of Mail Service Couriers (Heavy Vehicle).

Mail Service Couriers, POÿEXTÿ1 or POÿEXTÿ2 who are appointed Mail Service Couriers (Heavy Vehicle) POÿEXTÿ3 on completion of training will be appointed effective on the date training commenced.

If there is no vacancy immediately on completion of training and the employee is appointed Mail Service Courier, POÿEXTÿ3 at a later date, his/her date of appointment will be fixed so as to provide him/her with pay at the POÿEXTÿ3 level for the period he/she was in training.

If no Mail Service Courier, POÿEXTÿ1 or POÿEXTÿ2 is interested, a

Mail Service Courier POÿEXTÿ3 will be recruited from other areas.

When Mail Service Couriers, POÿEXTÿ3, are not required to perform duties as POÿEXTÿ3, they will be required as requested to perform any or all other duties required of Mail Service Courier POÿEXTÿ1 or POÿEXTÿ2.

The above mentioned MSC (HV) are not required for shunting duties when for example:

- 1) no duties are available in the function,
- 2) mail processing does not require the mail.

The Corporation will provide the Union and the Mail Service Couriers (Heavy Vehicle employees) with an assigned work schedule as agreed to by the national parties.

NOTE: Training for Mail Service Courier (Heavy Vehicle) is conditional on accepting the first vacancy available. If the first vacancy is not accepted, the employee will be removed from the list of trained Mail Service Couriers (Heavy Vehicle). The only exception to this is when there are strong mitigating circumstances.

13.24 Vacant Positions Filled by Other Employees.c.:13.24 Vacant Positions Filled by Other Employees;

Where the provisions of clauseÿ13.22 have been complied with and the position remains vacant, it shall be offered to the regular employees of the bargaining unit on the basis of the length of their continuous service.

13.25 Selection of Assignments in Groupÿ2-PO External.c.:13.25 Selection of Assignments in Groupÿ2-PO External;

(a) The bidding process for the selection of assignments is normally to commence after completion of the appropriate step under 13.22 and the employee(s) affected under 13.22 are to be included in the bid. The exception being that where the employee is not available on the premises before the scheduled bid, he/she will not be included in the scheduled bid and will fill the resultant vacant assignment until the next bid.

(b) Vacancies among assignments shall be posted for bidding at least monthly and will be advertised on a post office-wide basis for seven (7) working days. Such notices shall indicate a general description of the assignments.

(c) Vacancies among assignments occurring during December shall be posted for bidding in December, and the subsequent moves may be held in abeyance until January.

(d) The Corporation will notify by registered mail, any employee who indicates in writing on a form specified by the Corporation before proceeding on authorized leave for seven (7) working days or more, but not exceeding three (3) months, his/her desire to be made aware of vacancies coming open for bid under this clause and who leaves an address at which he/she may be so notified.

13.26 Extension of Hours on Part-time Positions.c.:13.26 Extension of Hours on Part-time Positions;

(a) Where there is only one part-time position in a post office and that position is extended to a full-time as a result of extension of hours on that position the incumbent thereof shall become the full-time employee.

(b) Where there are two or more part-time positions, one of which is

extended to full-time as a result of extension of hours on that position, prior to the position being made full-time, it will be put up for bid among the part-time employees, first in the particular function and then within Group 2-PO External at that post office, and that part-time position will be assigned on the basis of seniority. When the part-time position is made full-time, the incumbent will become the full-time employee.

In the application of (a) and (b) above and after the incumbent has become the full-time employee, bidding of full-time positions will be initiated according to the appropriate provision(s) of the Collective Agreement and the new position will be included in that bid.

13.27 Former Assignments.c.:13.27 Former Assignments;

An employee shall not be permitted to bid on his/her former assignment for a period of three (3) months, unless mutually agreed by the parties, except in the case of reorganization of assignments as described in Article 46 or 47, whichever is applicable.

13.28 Reorganization of Assignments in Group 2-PO External.c.:13.28

Reorganization of Assignments in Group 2-PO External;

Notwithstanding the provisions of clause 13.25 where a reorganization of assignments takes place, the policy and procedures described in Article 46 or 47 shall apply, whichever is applicable.

#### (D) SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 3-GL&T

13.29 Vacant Positions in Group 3-GL&T Filled by Transfer Within an Office.c.:13.29 Vacant Positions in Group 3-GL&T Filled by Transfer Within an Office;

(a) For the purpose of this clause, "class" shall mean the classification (eg. MAM, MAN, VHE, etc.) and "level" shall mean "job level" (eg. 1, 2, 3 etc.).

(b) Unless otherwise specified in the Collective Agreement, vacant positions are first offered on the basis of seniority to qualified employees of the level and class concerned in the following order of preference:

(i) employees in the same section in a post office, or in a post office if there are no sections;

(ii) employees within a post office;

(iii) employees within a MAPP area.

13.30 Vacant Positions Filled by Transfer, Promotion or Demotion.c.:13.30

Vacant Positions Filled by Transfer, Promotion or Demotion;

Where the provisions of clause 13.29 have been complied with and the position remains vacant, it shall be offered on the basis of seniority to the qualified employees in Group 3-GL&T.

13.31 Vacant Positions in Group 3-GL&T Filled by Other Employees.c.:13.31 Vacant Positions in Group 3-GL&T Filled by Other Employees;

Where the provisions of clauses 13.29 and 13.30 have been complied with and the position remains vacant, it shall be offered to the qualified employees of the bargaining unit on the basis of the length of their continuous

service.

13.32 Annual Bidding.c.:13.32 Annual Bidding;

(a) Once every calendar year, the employees in each work section may be given the opportunity to bid in order of seniority for the shift of their choice within their work section.

(b) The shift bid will be authorized to take place in only those work sections specifically identified by the union local in writing to the Corporation by September 1st.

(c) The bidding process will take place from the first week in September to November 15th. The new shift assignments resulting from the bid will be effected on the second Sunday of January of the following calendar year.

13.33 Fixed Shift System.c.:13.33 Fixed Shift System;

A fixed shift system shall be maintained by the Corporation during the life of the Collective Agreement.

(E) SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 4-EL

13.34 Vacant Positions in Group 4-EL Filled by Transfer Within an Office.c.:13.34 Vacant Positions in Group 4-EL Filled by Transfer Within an Office;

(a) For the purpose of this clause, "class" shall mean classification (EL) and "level" shall mean "job level" (eg. 1, 2, 3 etc.).

(b) Unless otherwise specified in the Collective Agreement, vacant positions are first offered on the basis of seniority to qualified employees of the level and class concerned in the following order of preference:

(i) employees in the same section in a post office, or in a post office if there are no sections;

(ii) employees within a post office;

(iii) employees within a MAPP area.

13.35 Vacant Positions in Group 4-EL Filled by Transfer, Promotion or Demotion.c.:13.35 Vacant Positions in Group 4-EL Filled by Transfer, Promotion or Demotion;

Where the provisions of clause 13.34 have been complied with and the position remains vacant, it shall be offered on the basis of seniority to the qualified regular employees of the bargaining unit in Group 4-EL.

13.36 Vacant Positions in Group 4-EL Filled by Other Employees.c.:13.36 Vacant Positions in Group 4-EL Filled by Other Employees;

Where the provisions of clauses 13.34 and 13.35 have been complied with and the position remains vacant, it shall be offered to the qualified regular employees of the bargaining unit on the basis of the length of their continuous service.

(F) SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 5-GS

13.37 Vacant Positions in Group 5-GS Filled by Transfer Within an Office.c.:13.37 Vacant Positions in Group 5-GS Filled by Transfer Within an Office;



(a) For the purpose of this clause, "class" shall mean classification (eg. STS, PRC, MES etc.) and "level" shall mean "job level" (eg. 1, 2, 3 etc.).

(b) Unless otherwise specified in the Collective Agreement, vacant positions are first offered on the basis of seniority to employees of the level and class concerned in the following order of preference:

(i) employees in the same section in a post office, or in a post office if there are no sections;

(ii) employees within a post office;

(iii) employees within a MAPP.

13.38 Vacant Positions Filled by Transfer, Promotion or Demotion.c.:13.38  
Vacant Positions Filled by Transfer, Promotion or Demotion;

Where the provisions of clause 13.37 have been complied with and the position remains vacant, it shall be offered on the basis of seniority to the regular employees in Group 5-GS.

13.39 Vacant Positions Filled by Other Employees.c.:13.39 Vacant  
Positions Filled by Other Employees;

Where the provisions of clauses 13.37 and 13.38 have been complied with and the position remains vacant, it shall be offered to the regular employees of the bargaining unit on the basis of the length of their continuous service.

13.40 Fixed Shift System.c.:13.40 Fixed Shift System;  
A fixed shift system shall be maintained by the Corporation during the life of the Collective Agreement.

## ARTICLE 14

### HOURS OF WORK

14.01 Normal Work Week - Full-time Employees  
Group 1-PO Internal

(a) The normal work week for full-time employees shall be forty (40) hours, eight (8) hours per day, five (5) days per week.

Notwithstanding the above, whenever the normal hours of work on the effective date of this Agreement for full-time employees are thirty-seven and one-half (37½) hours per week, these hours shall continue to be the normal hours of work for the duration of this Agreement.

(b) One-half (½) hour of the time off for a meal shall form part of the hours specified above and shall consequently be paid.

Group 2-PO External

(c) The normal work week for full-time employees shall be forty (40) hours, eight (8) hours per day, five (5) days per week with a half (½) hour paid lunch each day, to be implemented in accordance with paragraph (d) below and Appendix "K".

(d) As of September 1, 1992 and in accordance with Appendix "K", the one-half (½) hour paid lunch will be structured into the four hundred and eighty (480) minutes assessment of all routes over the course of a thirty (30) month period. The thirty (30) month period of restructuring will commence September 1, 1992.

(e) Notwithstanding paragraph (c) above, in those locations where Mail Service Couriers (Heavy Vehicle) work other than a Monday to Friday schedule,

the local of the Union shall, within thirty (30) calendar days of the signing of the Collective Agreement, advise local Management whether these employees wish to be scheduled for two (2) consecutive days of rest. Once this notice has been given, the resulting sequence of days of rest shall remain in effect for the duration of the Collective Agreement unless mutually agreed otherwise.

Group 3-GL&T

(f) The normal work week for full-time employees shall be forty (40) hours, eight (8) hours per day, five (5) days per week inclusive of a paid meal period of half («) hour each day, to be implemented in accordance with paragraph (g) below and Appendix "K".

(g) In accordance with Appendix "K" and effective thirty (30) days after the signing of the Collective Agreement, a one-half («) hour paid meal break will be included in the hours of work of employees who are scheduled to work eight (8) hours per day.

Group 4-EL

(h) Normal hours of work shall be arranged to provide for either:

(i) a thirty-seven and one-half (37 «) hour work week as described (i) below,

or

(ii) an average of thirty-seven and one-half (37 «) hours per week as described in (j) below,

and

in neither case shall there be split-shifts, that is, a normal schedule where the period of work is divided by more time than that provided as a meal break.

(i) Normal scheduled hours of work for employees who work five (5) consecutive days, Monday to Friday inclusive, shall be thirty-seven and one-half (37«) hours per week, each day to be seven and one-half (7«) hours (exclusive of a meal break) between the hours of 0700 and 1800.

(j) Normal hours of work for all other employees shall be an average of thirty-seven and one-half (37«) hours per week consisting of an average of five (5) days per week, each day to be seven and one-half (7«) hours exclusive of a meal break. Employees covered by this clause shall not be scheduled to work more than seven (7) consecutive days.

Group 5-GS

(k) For employees who work five (5) consecutive days per week from Monday to Friday, the Corporation shall schedule the hours of work so that these employees work forty (40) hours per week, eight (8) consecutive hours per day exclusive of a one-half («) hour lunch period.

(l) For employees at a location where there is a six or seven day operation, the Corporation shall schedule the hours of work so that these employees work forty (40) hours per week, five (5) days per week, eight (8) consecutive hours per day exclusive of half an hour lunch period;

and

(i) these employees have two (2) consecutive days of rest in

every week in which a work schedule change for the purpose of rotating weekend work has been effected. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks;

and

(ii) weekend work be allocated on an equitable basis to ensure that employees have as many weekends off as possible.

Effective thirty (30) days after the date of signing of the Collective Agreement, the meal period referred to in (k) and (l) above shall be paid and therefore included in the eight (8) hours per day.

#### 14.02 Hours of Work - Part-time Employees

##### Group 1-PO Internal

(a) The normal work week of part-time employees shall be at least twenty (20) hours. The hours of work of a part-time employee shall not exceed thirty (30) hours per week averaged over each period of twenty-six (26) weeks.

(i) Notwithstanding (a) above, during the recognized Christmas period in a post office, the hours of work for a part-time employee may be extended beyond thirty (30) hours per week. In such circumstances employees will be selected on a voluntary basis.

(b) Part-time employees shall be entitled to two (2) days of rest weekly.

##### Group 2-PO External

(c) Except as provided in (c)(i) below, the hours of work for a part-time employee shall not be more than thirty (30) hours per week, averaged over each twelve (12) week period, commencing with the signing date of this Agreement.

(i) During the recognized Christmas period in a post office, the hours of work for a part-time employee may be extended beyond thirty (30) hours per week. In such circumstances employees will be selected on a voluntary basis.

#### 14.03 Definitions and Standards

(a) The normal work day for full-time employees in Group 1-PO Internal and Group 2-PO External shall not commence before the official starting time set by the Corporation in accordance with this article. In the case of Group 2-PO External, the starting time will be set by the Corporation following local consultation.

(i) Where an employee in Group 2-PO External commences his/her duties before the official starting time set forth above, with the approval of the supervisor, he/she shall be paid overtime rates for all hours worked prior to the official starting time.

(b) The normal work day for full-time employees in Group 1-PO Internal and Group 2-PO External shall not be spread over a period of more than nine and one-half hours (9½).

(c) The normal work day for employees in Group 3-GL&T and Group 5-GS shall not be spread over a period of more than eight and one-half (8½) hours.

(d) For the purposes of this article,

(i) "day" means a twenty-four (24) hour period commencing at

0000 hours for Group 3-GL&T, Group 4-EL and Group 5-GS.

(ii) "week" means a period of seven (7) consecutive days beginning at 0000 hours Monday morning and ending at 2400 hours the following Sunday night for Group 3-GL&T and Group 5-GS.

(e) The work week for Group 1-PO Internal extends from Sunday to Saturday inclusive.

(f) A part-time employee in Group 2-PO External for the purposes of the Collective Agreement, is an employee who is working a minimum of one-third (1/3) the hours of a full-time employee in Group 2-PO External.

(g) The shift of a part-time employee in Group 2-PO External shall be determined by the evaluated time of the assignment and the minimum hours paid will be in accordance with that shift.

#### 14.04 Meal and Rest Periods - Full-time Employees

(a) Time off for a meal for full-time employees shall be as close as possible to mid-shift and shall be for a minimum of one-half (½) hour. The provisions of this paragraph do not apply to Group 4-EL.

(i) In the case of full-time employees in Group 2-PO External, the A.M. portion of the walk or route shall not be scheduled for more than five (5) hours. The lunch period cannot be taken before four and one-half (4½) hours work has been completed in the A.M. portion of a walk or route.

(b) Employees in Group 4-EL will be provided with a scheduled unpaid meal break of at least thirty (30) consecutive minutes' duration commencing within one-half (½) hour prior to and one (1) hour following the mid-point of the normal work period. It is recognized that in extenuating circumstances the meal break may be advanced or delayed. However, if the employee is able to take a meal break of a half (½) hour's duration commencing during the period of time prescribed it shall be considered as satisfying the requirements of this clause. If an employee is not able to take a meal break within the prescribed time period the period of the meal break shall be counted as time worked.

(i) Subject to all conditions in (b) above except the time at which a meal period may be scheduled, a meal break on the evening shift (1600-2400), may be taken at a time other than as specified above when by agreement of the manager and the Local's steward responsible for that location, a different time for the meal break is established. When such alternative is established, it shall not again be changed except by thirty (30) calendar days' written notice to the manager by the Local's steward, or thirty (30) calendar days' written notice to employees concerned at the site by the manager.

(ii) Subject to all conditions in (b) above except the length of the meal period, an unpaid meal break during the shift (0800-1600) may be up to one (1) hour by agreement of the manager and the Local's steward responsible for that location. When such period is established, it shall not again be changed except by thirty (30) calendar days' written notice to the manager by the Local's steward, or thirty (30) calendar days' written notice to employees concerned at the site by the manager.

(c) All full-time employees, other than full-time employees in Group 2-PO External, shall be allowed a rest period of fifteen (15) minutes in the first as well

as in the second half of a shift. All full-time employees in Group 2-PO External shall be permitted a ten (10) minute rest period both in the first and second half of a shift. These rest periods shall be taken during the hours specified in 14.01 and are therefore paid.

14.05 Rest and Meal Periods - Part-time Employees in Group 1-PO Internal

(a) Part-time employees working for a continuous period of five (5) hours or less shall be entitled to a paid rest period of fifteen (15) minutes taken during regular working hours and as close as possible to mid-shift.

(b) Where part-time employees are required to work for a continuous period of more than five (5) hours and less than eight (8) hours:

(i) they shall be entitled after two (2) hours at work to a paid rest period of fifteen (15) minutes taken during regular working hours;

(ii) they shall be scheduled to take a meal period of not less than one-half («) hour's duration, fifteen (15) minutes of which shall be taken during regular working hours and paid accordingly;

(iii) where they are required to work for a continuous period of seven (7) hours or more, they shall be entitled to a second paid rest period of fifteen (15) minutes taken during regular working hours and as close as possible to the middle of the second half of the shift.

(c) Where part-time employees are required to work for a continuous period of eight (8) hours or more, they shall be entitled to the benefits provided for in clauses 14.01(b) and 14.04(a) and (c) and in clause 15.02 as applicable.

(d) When establishing the duration and scheduling of meal periods, the Corporation shall consult meaningfully with the local Union representative.

14.06 Rest and Meal Periods - Part-time Employees in Group 2-PO External

(a) Where part-time employees are required to work for a continuous period of more than six (6) consecutive hours they shall be scheduled to take a paid meal period of not less than one-half («) hour duration. When establishing the duration and scheduling of meal periods for part-time employees, the Corporation shall consult meaningfully with the local union representative.

(b) When a part-time employee is scheduled to work for more than two (2) consecutive hours he/she shall be entitled to a ten (10) minute rest period.

14.07 Start Times for Group 3-GL&T and Group 5-GS

Except as substantiated by maintenance operations required to support mail processing or collection and delivery, the standard start times for the shift periods will be:

(a) (i) between 2300 hours and 0000 hours (night shift);

(ii) between 0700 hours and 0800 hours (day shift);

(iii) between 1500 hours and 1600 hours (evening shift).

14.08 Shift Times for Group 4-EL

(a) The starting and finishing times of normal shifts will be as follows:

0000 - 0800

0800 - 1600

1600 - 2400

(b) The Corporation may schedule shifts to commence not more than one

(1) hour before or one (1) hour after the times outlined above.

(c) Before scheduling shifts more than one (1) hour before or one (1) hour after the times listed above the Corporation will consult with the Union.

(d) There shall be an equitable distribution of shift work among available qualified employees.

(e) When the scheduled shift hours are modified in accordance with (b) and (c) above, then a day as defined in 14.03(d)(i) is modified accordingly.

#### 14.09 Schedules of Work for Group 1-PO Internal

(a) Schedules of work shall be established for an undetermined period and posted in an appropriate place. A copy of the schedules shall be forwarded to the local of the Union immediately after the posting.

(b) Schedules of work shall indicate the days of work, the days of rest, the time of the beginning and end of the shift and the time off for a meal.

(c) The Corporation may change the schedules provided it has had, within a reasonable time before the change, meaningful consultations with the representatives of the Union.

#### 14.10 Schedules of Work for Group 2-PO External

(a) Schedules covering hours and days of work shall be posted in the appropriate place at least one (1) week in advance, but in cases where there is a need due to operational requirements the Corporation may change the schedule through meaningful consultation, provided that forty-eight (48) hours advance notice is given.

(b) Where the Corporation changes the schedules of part-time employees in accordance with this clause and an employee is not offered work for the required thirteen and one-third (13 $\frac{1}{3}$ ) hours within the week, the Corporation shall pay him/her the required hours.

#### 14.11 Schedules of Work for Group 3-GL&T, Group 4-EL and Group 5-GS

(a) Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Corporation shall arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The provisions of 14.11(b) to (e) below apply to Group 4-EL only.

(b) The Corporation will not schedule the commencement of a shift within eight (8) hours of the completion of the employee's last shift unless the Local and the Corporate representatives at that work location agree otherwise.

(c) The schedule may be an entire shift cycle in itself or portion thereof and the employees affected shall work an average of thirty-seven and one-half (37 $\frac{1}{2}$ ) hours per week over the period of the cycle in accordance with 14.01(j).

(d) The local representative will be provided with a copy of the current shift schedule and shift cycle.

(e) If the shift schedule is not posted within the time limits in this clause, then the employee's upcoming schedule shall be considered to be a continuation of his/her present shift cycle.

#### 14.12 Alteration of Shift of an Employee in Group 1-PO Internal and Group 2-PO External

In the event the shift hours and/or days of work of a full-time employee are changed by the Corporation and less than forty-eight (48) hours' advance notice is given, all hours worked by the employee on the first scheduled shift following the change will be paid for at the rate of time and one-half (1½) the employee's regular rate. Any return to the employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause, unless the return is delayed beyond ten (10) working days and in such circumstances at least forty-eight (48) hours' advance notice is not given. The above shall not apply to any change which:

- (a) is consistent with an employee's request,
- (b) is occasioned by the application of another provision of this Collective Agreement,
- (c) involves an employee acting as a replacement where such replacement function is an integral part of that employee's duties.

14.13 Change in Hours of Work in Group 3-GL&T and Group 5-GS

The Corporation will review with the local union representative(s) any change in hours of work which the Corporation proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Corporation will endeavour to accommodate such employee representations as may have been conveyed by the union representative(s) during the meeting.

14.14 Alteration of Shift of an Employee in Group 3-GL&T and Group 5-GS

An employee whose scheduled hours of work are changed without five (5) working days prior notice:

- (a) shall be compensated at the rate of time and one-half (1½) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- (b) shall retain his/her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 17.01(a)(ii).
- (c) Provided sufficient advance notice is given and with the approval of the Corporation, employees may exchange shifts if there is no increase in cost to the Corporation.

14.15 Change in Schedule or Cycle in Group 4-EL

Except as provided in 14.36 the Corporation agrees that before a shift schedule or shift cycle is changed, if the change will affect more than one (1) employee the change will be discussed with the local representative where practicable.

14.16 Change in Shift in Group 4-EL

- (a) In the event that an individual employee's shift hours and/or days of work are changed to accommodate an unanticipated absence of an employee not initiated by the Corporation, and less than fifteen (15) calendar days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 5(c) of Appendix "A" for work performed on the first scheduled shift changed in addition to his/her daily rate of pay. When an employee works less than three point seven five (3.75) hours of the first

scheduled shift changed no premium will be paid.

(b) In the event that an individual employee's shift hours and/or days of work are changed for reasons other than accommodating an unanticipated absence of an employee not initiated by the Corporation, and less than twenty-one (21) calendar days' advance notice of such change is given, the employee shall be paid a premium equal to the amount shown in note 5(c) of Appendix "A" in addition to his/her daily rate of pay for work performed on each of the changed scheduled shifts for which twenty-one (21) calendar days advance notice was not given to a maximum of three (3). When an employee works less than three point seven five (3.75) hours of any scheduled shift changed no premium will be paid for that shift.

(c) Any return to the employee's previous hours and/or days of work will not be considered a change subject to premium pay under this clause, unless the return is delayed beyond ten (10) working days and in such circumstances at least forty-eight (48) hours' notice is not given.

(d) (i) The above shall not apply to an employee who requests a change.

(ii) The above shall not apply to an employee assigned to a course away from his/her assigned work place.

(e) (i) Notwithstanding the above, a change to an employee's shift schedule shall not result in a rescheduling of the first group of previously scheduled days of rest.

The "first group of previously scheduled days of rest" means the days of rest shown on the employee's unchanged shift schedule, immediately following but not necessarily contiguous to the day prior to the change.

(ii) An employee required to work on the "first group of previously scheduled days of rest", will be compensated for those days, at the applicable overtime rate as specified in clauses 17.01(a)(ii) and 18.05 but will not be entitled to the premiums provided in (a) and (b) above.

#### 14.17 Change in Scheduled Hours of Work in Group 4-EL

When an employee who is normally subject to clause 14.01(i) is required to work his/her normal seven and one-half (7½) hours a day at times other than those specified in clause 14.01(i) he/she shall receive his/her normal daily rate of pay plus a premium payment as follows:

In a calendar month for days worked in accordance with the above,  
(a) for the first and second day, in accordance with note 5(d) of Appendix "A" for each day,

(b) for the third, fourth and fifth day, in accordance with note 5(e) of Appendix "A" for each day,

(c) for the sixth and subsequent days, in accordance with note 5(f) of Appendix "A" for each day.

If the employee works less than three point seven five (3.75) hours he/she shall receive the full premium for the day and revert to his/her normal schedule for that day which will be reduced by the equivalent number of hours that he/she worked. If the employee works three point seven five (3.75) hours or



more he/she shall be paid the full premium for the day and his/her normal daily rate of pay.

Hours worked in excess of seven and one-half (7½) hours per day shall be subject to Article 15.

14.18 Reporting for Work for Employees in Group 1-PO Internal and Group 2-PO External

Where an employee is not notified beforehand not to report for duty, an employee reporting for work at his/her scheduled starting time shall be paid for the entire shift even when work is not available in his/her normal assignment. In such circumstances, the employee may be required to perform other available work, provided clothing, normally made available for the work in question, is made available to him/her. For purposes of this clause, the words "scheduled starting time" shall be applied in a manner consistent with practices in effect immediately prior to the signing of this Agreement.

14.19 Wash-up Time

Employees shall, during working hours, be allowed five (5) minutes paid wash-up time before the meal period and before quitting time, when the nature of their work makes it necessary.

14.20 Rotation of Duties of Employees in Group 1-PO Internal

A program of work shall be developed for the employees in a work complement so that each employee may, as much as possible, have an opportunity to perform all the duties of his/her class of employment to the same extent as the other employees of his/her complement. The program shall include the method of rotation and the time during which the employees will perform a set of duties pertaining to the class of employment.

Such a program of work shall be established after meaningful consultation at the local level.

14.21 Shifts not Commencing and Ending on the Same Day for Group 3-GL&T and Group 5-GS

When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day, or
- (b) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his/her last schedule shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

14.22 Shifts not Commencing and Ending on the Same Day for Group 4-EL

An employee's regularly scheduled daily hours of work are hours which may fall within one (1) day or may embrace the latter part of one (1) day and the beginning of the following day.

14.23 Weekend Staff for Group 1-PO Internal

It shall be understood that the work which is normally and regularly to be performed on Saturdays and Sundays in a section (or in an office if there is no section) is part of the normal work week and is included in the schedules provided for in this article. Such work shall be apportioned equitably within each class of employment between those who usually perform such work.

14.24 Days of Rest, Weekend Work for Group 3-GL&T

The Corporation shall schedule the hours of work so that:

- (a) these employees have two (2) consecutive days of rest in every week except in those weeks in which a work schedule change for the purpose of rotating weekend work has been effected;
- (b) the two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks;
- (c) weekend work is allocated on an equitable basis to ensure that employees have as many weekends off as possible.

14.25 Days of Rest, Weekend Work for Group 4-EL

(a) The Corporation shall schedule days of rest. Days of rest shall be scheduled on consecutive calendar days and shall consist of two (2) or more such days.

(i) Saturday and Sunday shall be the days of rest for employees subject to clause 14.01 (i) of this Agreement.

(ii) Days of rest for employees subject to clause 14.01(j) of this Agreement shall be as follows:

(1) When any shift falls completely within one (1) day and two (2) or more consecutive calendar days are scheduled as days of rest for an employee:

(a) the first day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee's preceding regularly scheduled shift;

(b) the second day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee's first day of rest;

(c) a subsequent day of rest will be that twenty-four (24) hour period which commences immediately after midnight following the employee's preceding day of rest.

(2) When any shift overlaps two (2) days:

(a) the first day of rest will be that twenty-four (24) hour period commencing four (4) hours after the end of the employee's preceding scheduled shift;

(b) the second day of rest will be that twenty-four (24) hour period commencing immediately after the end of the employee's first day of rest;

(c) a subsequent day of rest will be that twenty-four (24) hour period commencing immediately after the preceding day of rest;

(3) Weekend work shall be allocated on an equitable basis to ensure that employees have as many weekends off as possible. The Corporation will endeavour to arrange schedules to permit employees to have a consecutive Saturday and Sunday off at least once every three (3) weeks.

(b) For there to be a second or subsequent day of rest, the days of rest scheduled for the employee must consist of an unbroken series of consecutive and contiguous calendar days numbering two (2) days or more.

(c) Where practicable and when work is available, employees on temporary assignment outside of their headquarters area, other than those on training courses, will be authorized the opportunity to work on what would otherwise be normal days of rest. Such work will be paid for at the appropriate overtime rate.

14.26 Headquarters for Group 4-EL

(a) An employee shall have an assigned permanent headquarters and this shall be his/her work place. This shall be the point where the employee reports, commences and ends his/her day's work.

(b) In the event that the employee's permanent headquarters is changed the Corporation will give not less than one month's notice in writing of the impending change.

14.27 Period of Rest Between Two Shifts

(a) The Corporation shall allow between two shifts a rest period equivalent to a normal shift.

(b) This clause shall not apply, however, in cases where an employee works overtime and it cannot be invoked to prevent accomplishment of overtime.

14.28 Statement of Hours Worked by Employees in Group 1-PO Internal and Group 2-PO External

The Corporation shall, upon request, furnish the Union with a statement of all hours worked by all categories in a unit during the previous month.

14.29 Night Shift in Group 1-PO Internal

(a) The work schedule applicable to employees assigned to night shift work shall contain two (2) consecutive rotation days off during two (2) of every three (3) consecutive work weeks. In offices where employees currently have a higher ratio of weeks in which their rotation days off are consecutive, such ratio will be maintained unless modified as a result of reallocating positions to other shifts. It is further agreed that existing practices resulting from mutual agreement that are, in the opinion of the Union, more favourable to employees shall be maintained.

(b) In addition to clause 14.29(a) above, it is agreed that, within three (3) months following the signing of the Agreement, the parties will consult in order to determine the practicability of establishing work schedules containing more frequent weekly consecutive rotation days off for employees assigned to night shift.

Should this review produce positive results, new schedules will consequently be put in effect.

14.30 Day Shift Positions

While recognizing that, as much as possible, the work is normally performed during the day, and the evening and night work should be minimized, the Corporation agrees to study the organization of its operations during the life of this Agreement in order to review evening and night work taking into account service levels, costs and other relevant factors.

14.31 Variation in Hours in Group 3-GL&T and Group 5-GS

(a) Notwithstanding the provisions of this article, employees with the approval of the Corporation, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Corporation, employees work an average of forty (40) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.

(b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Corporation to schedule any hours of work permitted by the terms of this Agreement.

14.32 Summer and Winter Hours, Flexible Hours in Group 3-GL&T and Group 5-GS

(a) At any location, the schedules of hours of work, and attendant overtime provisions, may be varied by the Corporation, following meaningful consultation with local union representatives to allow for summer and winter hours and/or flexible hours.

(b) Within five (5) working days of notification of consultation served by either party, the Union shall notify the Corporation in writing of the representative authorized to act on behalf of the Union for consultation purposes.

(c) An employee in Group 3-GL&T may be granted flexible hours provided that such arrangement is consistent with the administration or operational requirements of the section in which the employee works, results in no increased cost to the Corporation and is mutually agreed to by the employee and his/her supervisor.

14.33 Exception For Group 3-GL&T and Group 5-GS

Notwithstanding the provisions of Article 15, in the application of clause 14.31 and 14.32, an employee will be paid at straight-time rates for all regularly scheduled hours of work.

14.34 Exception for Group 4-EL

Notwithstanding the provisions of clause 15.01, an employee shall be paid at his/her straight-time hourly rate for all work performed during his/her regularly scheduled hours of work, including all work performed during regularly scheduled hours of work which embraces not more than two (2) hours of the latter part of a day designated as a holiday or not more than two (2) hours of the latter part of a second day of rest, and not more than two (2) hours at the beginning of the following day.

14.35 Minimum and Maximum Hours in Group 4-EL

Nothing in this Agreement shall be construed as guaranteeing an

employee minimum or maximum hours of work.

14.36 Shift Exchange in Group 4-EL

(a) Provided sufficient advance notice is given and with the approval of the Corporation, employees may exchange shifts if there is no increase in cost to the Corporation. Such exchange may occur on either an intermittent or continuing basis during a shift cycle. The approval of the Corporation shall not be unreasonably withheld.

(b) Where employees are granted approval to exchange shifts on a continuing basis the exchange shall become official, the schedule shall be revised and reposted.

14.37 Encroachment in Group 4-EL

An employee who has not had a break of eight (8) consecutive hours during a twenty-four (24) hour period in which he/she works more than fifteen (15) hours shall not be required to report for work on his/her regularly scheduled shift until a period of ten (10) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If, in the application of this clause, an employee works less than his/her regularly scheduled shift he/she shall, nevertheless, receive his/her regular daily rate of pay.

For the purpose of this clause, time necessarily spent in travel required by the Corporation, shall be considered as time worked.

14.38 Change of Employee Status in Group 4-EL

The following applies to change in employee status in clause 14.01(i) or (j). An employee shall not be subject to being alternated between these paragraphs and no employee shall have his/her status changed unless the requirement to change is consistent for thirty (30) calendar days or more. Advance notice of such requirement which will involve a change in the employee's status should be given at the earliest possible date but in any case not less than thirty (30) calendar days prior to the earliest date that the changed circumstances may commence. If notice of the change is less than thirty (30) calendar days, the employee shall be paid a premium equal to the amount shown in note 5(c) of Appendix "A" for each shift or day worked during the period of the change for which he/she has not received thirty (30) calendar days notice. Such notice shall not be required when the employee concerned is promoted, is acting in a higher level position or the change is in response to the employee's request.

ARTICLE 15.c.ARTICLE 15;

OVERTIME.c.:OVERTIME;

15.01 Rates.c.:15.01 Rates;

(a) (i) For full-time employees and subject to clause 15.01(b), overtime work shall be remunerated at the rate of time and a half (1½) for all hours worked in excess of eight (8) hours per day and at the rate of double time from the third hour of overtime performed on the same day. Notwithstanding the above, in the case of Group 2-PO External, the one-half (½) hour paid lunch shall be considered as time worked for the purpose of calculating overtime payments in this article.

(ii) For part-time employees, overtime shall be paid at the rates provided for in (a)(i) above for all hours worked in excess of eight (8) hours per

day or forty (40) hours per week.

(b) Employees on a thirty-seven and one-half (37½) hour week shall be paid overtime at straight-time rates for all hours worked in excess of thirty-seven and one-half (37½) hours per week, up to and including forty (40) hours per week and at the rates provided for in paragraph (a) above for all hours worked in excess of forty (40) hours per week.

15.02 Meal and Rest Periods.c.:15.02 Meal and Rest Periods;

(a) A full-time employee required to work more than two (2) hours overtime in excess of his/her daily schedule or shift, shall be reimbursed for a meal allowance in the amount of six dollars and twenty-five cents (\$6.25).

(b) A full-time employee who works overtime for a known period of two (2) hours immediately following or immediately prior to his/her regular shift will be given a fifteen (15) minute rest period prior to the termination or at the beginning of his/her regular shift as applicable. This rest period shall be taken during his/her regular working hours and shall therefore be paid at straight time.

(c) A full-time employee who works overtime for a known period of more than two (2) hours immediately following or immediately prior to his/her regular shift shall, in addition to the rest period specified in (b) above, be entitled to a rest period after the initial two (2) hour period. This rest period will be paid at the applicable rate.

If the overtime period is three (3) hours or more and he/she is entitled to a meal break under clause 15.02(d), the rest period will not be given.

(d) A full-time employee who works overtime for a period of three (3) hours or more, immediately prior to or immediately after his/her regularly scheduled shift, will be provided a paid meal period of one-half (½) hour to be paid for at the rate of time and one-half (1½).

(e) Where a full-time employee works overtime prior to and following his/her regular shift, and his/her total on-duty time is eleven (11) hours or more, he/she shall be entitled to a meal period of one-half (½) hour paid for at time and one-half (1½) provided he/she has not received such meal period under the provisions of clause 15.02(d).

(f) An employee who works overtime shall be allowed during working hours a paid period of five (5) minutes to wash up before the meal period and before quitting time, where the nature of his/her work makes it necessary. In these circumstances, the wash-up period at the end of his/her regular shift prescribed at clause 14.19 will not be granted.

(g) The provisions of clauses (a) to (f) above, apply to part-time employees in Group 2-PO External when they work overtime in accordance with clause 15.01.

15.03 Overtime Notice and Guarantee.c.:15.03 Overtime Notice and Guarantee;

An employee shall, wherever possible, be notified at least three (3) hours in advance of coming overtime and in every case at least one (1) hour in advance.

15.04 Posting of Lists.c.:15.04 Posting of Lists;

(a) For the purpose of equalizing opportunity to perform required overtime

work, the Corporation shall post and maintain appropriate lists of employees in order of seniority, applicable to each postal installation. Such lists shall indicate the overtime opportunities offered each employee.

(b) Notwithstanding (a) above, for the purpose of equalizing opportunity to perform required overtime work in a particular function in Group 2-PO External, the Corporation agrees to post and maintain appropriate lists of employees in order of seniority applicable to each postal installation, by function.

15.05 Eligibility.c.:15.05 Eligibility;

(a) Where less than a full complement of employees in Group 1-PO Internal are required to work overtime, an employee will be given equal opportunity to perform the overtime work in accordance with the list on which his/her name appears.

(b) Where less than a full complement of employees in a function in Group 2-PO External are required to work overtime, an employee will be given equal opportunity to perform the overtime work in accordance with the list for the applicable function.

15.06 Definition of Equal Opportunity in Group 1-PO Internal and Group 2-PO External.c.:15.06 Definition of Equal Opportunity in Group 1-PO Internal and Group 2-PO External;

Equal opportunity for overtime shall mean that once an appropriate list is established, overtime assignments will be offered to persons on the applicable list who have had a fewer number of overtime opportunities until sufficient employees have been obtained to fulfill the requirements. When there is more than one employee who had a fewer number of overtime opportunities (as mentioned above), overtime assignments will be offered to such employees in the descending order of the appropriate list. Equal opportunity entails no obligation on the part of the Corporation for equal distribution of overtime hours worked.

15.07 Order of Priority for Group 1-PO Internal.c.:15.07 Order of Priority for Group 1-PO Internal;

In the application of 15.06 overtime work will be offered as follows:

(a) to employees on duty who normally perform the work on which overtime is required in an office or on a particular shift within an office, or, where applicable, in a division or section of an office in descending order of the appropriate list;

(b) to employees scheduled to work their regular shift when the overtime is required immediately prior to that shift.

15.08 Assignment of Overtime for Group 2-PO External.c.:15.08 Assignment of Overtime for Group 2-PO External;

Insofar as practicable, overtime on an employee's route or assignment will be performed by the employee assigned to that particular route or assignment.

15.09 Definition of an Opportunity in Group 1-PO Internal and Group 2-PO External.c.:15.09 Definition of an Opportunity in Group 1-PO Internal and Group 2-PO External;

An employee on the appropriate list when overtime is worked shall be

deemed to have had an opportunity to work overtime in the following instances:

- (a) where the employee accepts;
- (b) where the employee refuses;
- (c) where the employee is absent on leave.

15.10 Allocation of Overtime Work for Groups 3-GL&T, 4-EL and 5-GS.c.:15.10 Allocation of Overtime Work for Groups 3-GL&T, 4-EL and 5-GS;

(a) Subject to operational requirements, the Corporation will make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis as follows:

(i) to those employees in the work section who normally perform the work required in the overtime situation.

(ii) When an insufficient number of employees accept the overtime opportunity, the overtime shall be assigned in the same manner as above by reverse seniority.

(b) Prior to assigning overtime as outlined in clause 15.10(a)(ii) above, the Corporation may, at its discretion, offer the overtime work to other employees of the Corporation in other work sections in the bargaining unit.

15.11 Order of Solicitation for Overtime for Groups 3-GL&T, 4-EL and 5-GS.c.:15.11 Order of Solicitation for Overtime for Groups 3-GL&T, 4-EL and 5-GS;

When the Corporation has determined that overtime work is required the following shall apply:

(a) The opportunity will be expressed in terms of actual overtime hours offered or worked in the overtime situation.

(b) Of those employees to be solicited for the overtime situation in accordance with clause 15.10(a)(i), the employee with the least hours to his/her account will be the first to be offered the opportunity.

(c) On the application of paragraph (b) above, where two or more employees have an equal number of hours, the employee with more seniority will be the first to be solicited.

(d) Where a specific employee or specific employees have been assigned to equipment repairs, urgent work orders, and/or time-sensitive projects which, at the end of their shift remain uncompleted, and there is an insufficient number of employees scheduled to report for the following shift to complete the work required, the Corporation may assign the overtime to those employees who have the work in progress without regard to clause 15.11(b) and (c).

(e) On weekend shifts and on designated holidays, where employees are required to be on duty primarily to support mail processing or collection and delivery operations, and where there is additional overtime which may be required as a result of an unforeseen extension to the operations, it shall be offered first to those employees already on shift without regard to clause 15.11(b) and (c).

(f) Each employee's account shall be increased to include the overtime opportunity wherever:

- (i) the opportunity is offered and the employee agrees to work



the overtime on a voluntary basis;

- (ii) the opportunity is offered and the employee refuses;
- (iii) situations as described in clauses 15.28 and 15.29 occur

during the solicitation process;

(iv) the employee was improperly bypassed in the solicitation process.

15.12 Modification of a List.c.:15.12 Modification of a List;

When, because of transfer, acting promotion, promotion, demotion or the hiring of an additional employee, the name of the employee should be added to the appropriate list, the following will apply:

- (a) his/her name shall be placed on the list according to his/her seniority;
- (b) he/she shall be deemed to have had the same number of overtime opportunities as the employee on the appropriate list having had the most overtime opportunities.

15.13 No Loss of Opportunity.c.:15.13 No Loss of Opportunity;

An employee on the appropriate list at the time the overtime is worked will not be considered as having had an opportunity to work overtime in the following instances:

- (a) where the employee is on rotation day off;
- (b) where an employee has been assigned overtime in an ascending order on a list in accordance with clause 15.14.

15.14 Compulsory Overtime.c.:15.14 Compulsory Overtime;

In the event that the Corporation is unable to obtain sufficient employees to work overtime by following the system of equal opportunity in descending order, then the Corporation shall, in accordance with the system of equal opportunity, assign the required number of employees to work overtime in an ascending order from the appropriate list. Where standards of service and plant capacity permit, the Corporation will take reasonable measures to ensure that assignments to work overtime in ascending order of the appropriate list will be minimized.

15.15 Failure to Post.c.:15.15 Failure to Post;

When an employee claims to have been bypassed in the administration of equal opportunity, the burden of proving otherwise shall be the Corporation's if it is shown that the appropriate overtime lists were not posted in accordance with the collective agreement.

15.16 Regular Assignment to Different Installations.c.:15.16 Regular Assignment to Different Installations;

Employees who regularly work in different postal installations shall be offered opportunities to perform overtime work in the following manner:

- (a) in the case of an anticipated assignment for a period of ten (10) calendar days or less, the overtime opportunities to which the regular employee would have been entitled;
- (b) in the case of an anticipated assignment for a period of more than ten (10) calendar days, opportunities available through the application of the procedure set forth in clause 15.12.

15.17 Administration.c.:15.17 Administration;

The administrative details relative to the implementation of these clauses, including the compilation of lists and the manner in which employees are notified of overtime, shall be established following meaningful consultation at the local level.

Such local agreements concluded prior to the coming into force of this Collective Agreement shall remain in effect.

15.18 Penalty for Bypassing.c.:15.18 Penalty for Bypassing;  
If an employee alleges that he/she has been bypassed in administering equal opportunity and such allegation is substantiated, he/she shall be paid an amount equal to the amount he/she would have earned had he/she worked overtime on the missed opportunity.

15.19 Itemized Statement.c.:15.19 Itemized Statement;  
The payment for overtime will be accompanied by an itemized statement.

15.20 Alternative Arrangements.c.:15.20 Alternative Arrangements;  
Where the above system cannot be adapted to local conditions and alternative arrangements must be made, such arrangements must conform to the principle of equal opportunity.

15.21 Definition of Complement for Group 1-PO Internal.c.:15.21  
Definition of Complement for Group 1-PO Internal;  
For the purposes of the application of equal opportunity for overtime work, the term "complement" means two or more employees in the same classification, being assigned to the same section and having the same normal working hours.

15.22 Equal Opportunity for Part-time Letter Carriers and Part-time Mail Service Couriers.c.:15.22 Equal Opportunity for Part-time Letter Carriers and Part-time Mail Service Couriers;

(a) The allocation of additional hours to available part-time Letter Carriers and/or part-time Mail Service Couriers will be governed by the principles of equal opportunity. In the case of part-time Mail Service Couriers, the additional hours will be governed by the principles of equal opportunity when this procedure allows for coverage of duties within the established schedule.

(b) In the application of clause 15.22(a), part-time Mail Service Couriers availability to work extra hours should be determined before their departure from the installation on their regular assignments when:

i) the Corporation has sufficient advance notice of the requirement for extra duties,  
and  
ii) service standards will allow for the performance of such duties after completion of the Mail Service Courier regular assignment.

15.23 New Employees for Group 3-GL&T, Group 4-EL and Group 5-GS.c.:15.23  
New Employees for Group 3-GL&T, Group 4-EL and Group 5-GS;

When an employee is newly hired or transferred into a work section, and after a period of orientation his/her name is added to the overtime list, his/her

overtime account will be set to the highest number of hours in the accounts of the other employees in his/her work section at the same classification level.

15.24 Resetting the Overtime Accounts for Group 3-GL&T, Group 4-EL and Group 5-GS Employees.c.:15.24 Resetting the Overtime Accounts for Group 3-GL&T, Group 4-EL and Group 5-GS Employees;

On the first Monday after April 1st of each year the overtime accounts of all employees will be reset to reflect the difference in hours between the employees.

15.25 Employees in Group 3-GL&T, Group 4-EL and Group 5-GS on Leave or on Training.c.:15.25 Employees in Group 3-GL&T, Group 4-EL and Group 5-GS on Leave or on Training;

(a) For the purposes of this Article, an employee who is absent from the workplace on any type of approved leave in accordance with the Collective Agreement, or who is away from the workplace on approved training, will not be contacted for overtime work until he/she reports back for his/her first full shift.

(b) If an opportunity for overtime work arises and such employee would have been offered the opportunity had he/she not been on leave or on training, his/her account will not be charged with the hours of the overtime opportunity.

(c) When an employee begins a period of approved vacation leave and one or both of his/her days of rest in the week preceding his/her leave period are contiguous to the leave period, such employee will not be contacted until he/she reports back for his/her first full shift.

15.26 Standby for Group 3-GL&T and Group 5-GS.c.:15.26 Standby for Group 3-GL&T and Group 5-GS;

No employee shall be required to be available on standby during off-duty hours.

15.27 Standby for Group 4-EL.c.:15.27 Standby for Group 4-EL;

(a) When an employee is notified in writing that he/she will be required to be available for work during his/her off-duty hours he/she shall be entitled to a standby payment of fifteen dollars (\$15) for each consecutive eight (8) hours of portion thereof that he/she is required to remain available.

(b) While an employee is not required to have a telephone, an employee designated for standby duty shall be available during his/her period of standby at a known telephone number and be able to return to duty as quickly as is practicable when he/she is called, but in any event not later than one (1) hour after he/she is called.

(c) No payment for standby will be made for any eight (8) hour period referred to in (a) if an employee is unable to report for duty when required during that period.

(d) No employee will be assigned standby duties when otherwise not required to work on a statutory holiday.

(e) The Corporation agrees that standby for the afternoon and/or night shifts shall be on a five (5) day basis, Monday to Friday inclusive.

(f) When an employee is required for standby duties on weekends one employee per weekend will be assigned to such standby unless mutually

arranged otherwise at local work sites.

(g) In respect of paragraphs (e) and (f) the Corporation agrees to give seven (7) calendar days' notice of such standby requirement unless it is essential to provide a replacement due to inability of the assigned employee to assume or continue standby duties.

(h) The Corporation shall have the right to put an employee on standby duty in a specific instance where there is a requirement known in advance.

(i) When there is a known requirement for standby duties on a continuing basis the Corporation will use its best endeavours to distribute the standby duties on an equitable basis among qualified available employees and to distribute the standby duties on a weekly basis among such qualified employees.

(j) An employee on standby who was called into work and who reports to work in accordance with the above shall be compensated in accordance with the Call-Back provisions of this Agreement.

(k) Standby shall not be used to replace an employee absent from a regularly scheduled shift.

(l) The Corporation agrees that in those areas where electronic paging devices are both available and practical they will be provided without cost to those employees on standby.

15.28 Employee in Groups 3-GL&T, 4-EL or 5-GS Serving a Suspension.c.:15.28 Employee in Groups 3-GL&T, 4-EL or 5-GS Serving a Suspension;

(a) For the purposes of this Article, an employee serving a suspension will be considered to be unavailable until he/she reports back for his/her first full shift.

(b) If an opportunity for overtime work arises and such employee would have been offered the opportunity had he/she not been serving the suspension, his/her account will be charged with the hours of the overtime opportunity as it occurs.

15.29 Employee in Groups 3-GL&T, 4-EL or 5-GS Not on Duty.c.:15.29 Employee in Groups 3-GL&T, 4-EL or 5-GS Not on Duty;

(a) Other than as described in clauses 15.25 and 15.28, when the employee next to be solicited for an overtime situation is not on duty the Corporation shall make one (1) attempt to contact him/her by telephone at his/her permanent place of residence.

(b) If the employee is not contacted at the time of the call, the Corporation will attempt a second phone call immediately. If the employee is not contacted on the second phone call, the opportunity for overtime shall be deemed to have been offered and the employee's account will be charged accordingly.

(c) A record will be kept of the date and time of the attempted phone calls and the Corporation's representative who made the call.

(d) An employee who does not advise the Corporation of his/her telephone number at his/her permanent place of residence shall, whenever he/she would have been solicited at this permanent place of residence, be deemed to have been offered the overtime opportunity, and his/her account will be charged accordingly.

(e) Wherever practicable, the solicitation process for scheduled overtime

work will be planned sufficiently in advance to be able to conduct the solicitation during the employees' regular hours of work, minimizing the necessity to contact employees at their residence during their off-duty hours.

15.30 Transportation Allowance for Group 3-GL&T and Group  
5-GS.c.:15.30 Transportation Allowance for Group 3-GL&T and Group  
5-GS;

When an employee is required to report for work which is not contiguous to his/her regularly scheduled hours, he/she shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Corporation to use his/her automobile when the employee travels by means of his/her own automobile,

or

(b) out-of pocket expenses for other means of transportation.

15.31 Transportation Allowance for Group 4-EL.c.:15.31 Transportation  
Allowance for Group 4-EL;

When an employee is required to work either contiguous or non-contiguous overtime and is required to use other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Corporation to use the automobile when the employee travels by means of his/her own automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

15.32 Compensation for Overtime for Group 2-PO External.c.:15.32  
Compensation for Overtime for Group 2-PO External;

Overtime shall be compensated in cash except where, upon request of an employee, overtime shall be accrued.

Compensatory time off will be granted at the written request of the employee and with the approval of the Corporation, provided service standards are maintained and no overtime payments result from granting such time off. Once the Corporation has approved the leave it shall not be withdrawn within a five (5) working day period preceding the commencement of the compensatory time off.

Upon the written request of an employee, compensatory time off will be carried over into the following fiscal year and will be granted on the basis of seniority if sufficient time is available in the vacation leave schedule in the following fiscal year. Requests to carry over compensatory time to the following fiscal year must be submitted within twenty (20) working days of the end of the fiscal year in which it was earned, otherwise the overtime will be paid in cash.

The Corporation will provide the local union representative with the

number of hours of all overtime worked in the previous month and an individual employee, upon request, will be provided with a monthly statement of the amount of overtime accrued for liquidation.

15.33 Compensation for Overtime for Group 3-GL&T and Group  
5-GS.c.:15.33 Compensation for Overtime for Group 3-GL&T and Group  
5-GS;

Overtime shall be compensated in cash except where, upon request of an employee, overtime will be compensated in equivalent leave with pay.

The Corporation shall grant compensatory leave at times convenient to the employee and the Corporation.

Compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year, and if not liquidated by the end of that fiscal year then payment in cash will be made. Payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his/her letter of appointment as at the end of the fiscal year.

15.34 Compensation for Overtime for Group 4-EL.c.:15.34 Compensation  
for Overtime for Group 4-EL;

(a) An employee assigned to work away from his/her assigned permanent headquarters may accumulate time off in lieu of overtime at the appropriate overtime rate. Such time off will be liquidated at a mutually acceptable time.

(b) Overtime earned within the assigned permanent headquarters area shall be compensated in cash, except where, upon request of an employee and, with the approval of the Corporation, an employee may be granted time off in lieu of overtime at the appropriate overtime rate. Such approval shall not be unreasonably withheld.

(c) If any time off in lieu of overtime earned in (b) cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's rate of pay as of March 31.

15.35 No Pyramiding in Group 1-PO Internal and Group 2-PO External  
The parties agree that there shall be no pyramiding of premium rates.

ARTICLE 16.c.ARTICLE 16;

SHIFT AND WEEKEND PREMIUMS.c.:SHIFT AND WEEKEND PREMIUMS;

16.01 Shift Premiums.c.:16.01 Shift Premiums;

(a) (i) Employees shall receive an additional premium of ninety-five cents (95¢) per hour for working during hours stipulated in (ii) below.

(ii) This premium shall be payable in respect of all hours worked between 1700 hours and midnight.

Notwithstanding the above, no premium shall be payable to employees in Group 2-PO External on shifts which start and finish between 6:00 a.m. and 6:00 p.m.

(iii) Where employees are paid this premium for the majority of hours of a regularly scheduled shift, they shall be paid this premium for all hours worked during the shift except for the hours for which they are entitled to the premium provided for under (b)(ii).

(b) (i) Employees shall receive an additional premium of one dollar and fifteen cents (\$1.15) per hour during working hours stipulated in (ii)

below.

(ii) This premium shall be payable in respect of all hours worked between midnight and 0700 hours.

Notwithstanding the above, no premium shall be payable to employees in Group 2-PO External on shifts which start and finish between 6:00 a.m. and 6:00 p.m.

(iii) Where employees are paid this premium for the majority of hours of a regularly scheduled shift, they shall be paid this premium for all hours worked during the shift.

16.02 Weekend Premium.c.:16.02 Weekend Premium;

(a) Employees shall receive an additional premium of one dollar and fifteen cents (\$1.15) per hour for work on a Saturday and on a Sunday for hours worked as stipulated in (b) below.

(b) Saturday and Sunday premium shall be payable in respect of all regularly scheduled hours worked on Saturday and/or Sunday.

ARTICLE 17.c.ARTICLE 17;

WORK ON A DAY OF REST, CALL-BACK AND UNCOVERED LETTER CARRIER WALKS OR MAIL SERVICE COURIER ASSIGNMENTS.c.:WORK ON A DAY OF REST, CALL-BACK AND UNCOVERED LETTER CARRIER WALKS OR MAIL SERVICE COURIER ASSIGNMENTS;

17.01 Work on a Day of Rest.c.:17.01 Work on a Day of Rest;

(a) (i) "Day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.

(ii) An employee shall be paid at the rate of double (2) time for all hours worked on a day of rest.

(iii) An employee called in to work on his/her day of rest will receive a minimum of three (3) hours of work or pay in lieu of work at double (2) time, subject to his/her willingness to perform any work available in his/her own class, or in the case of Group 2-PO External, in his/her function.

(iv) Where employees are required to work on a day of rest, the principles contained in Article 15 will apply.

(b) When a part-time employee in Group 2-PO External other than a part-time employee on a regular five (5) day schedule, is required to work on the sixth and/or seventh consecutive day in any seven (7) day period, such work shall be considered as work on a day of rest.

17.02 Call-Back.c.:17.02 Call-Back;

(a) An employee called back to work after having completed his/her scheduled hours of work for the day and having left the Corporation's premises will receive a minimum of three (3) hours work or pay in lieu of work at the applicable overtime rates, subject to his/her willingness to perform any work available in his/her class.

(b) Insofar as possible, work assignments covered by this clause shall be in accordance with the principle of equal opportunity as provided in Article 15.

(c) An employee called back to work and who works overtime for a known

period of two (2) hours is entitled to a fifteen (15) minute rest period after two (2) hours of work if he/she continues to work thereafter. This rest period will be paid at the applicable rate. If the overtime period is three (3) hours or more, he/she is entitled to a paid meal period of one-half («) hour to be paid at time and one-half (1«). In this case, the rest period mentioned above will not be given.

(d) Where, in an emergency situation and as a result of a problem arising, the Corporation, in lieu of calling an employee in Group 4-EL back to work, contacts the employee to obtain information regarding the operation and/or the repair of a piece of equipment, the employee shall be entitled to compensation equivalent to one (1) hour's pay at the straight time rate.

17.03 Meal and Rest Periods.c.:17.03 Meal and Rest Periods;

(a) Where a full-time employee is required to work on a day of rest, he/she shall be entitled to rest periods, meal periods, wash-up time and, where applicable, meal allowance:

(i) in the manner provided for in Article 14 if he/she is called to work the number of hours of a regular shift;

(ii) in the manner provided for in Articles 14 and 15 if he/she is called to work more hours than the number of hours of a regular shift.

(b) Where a full-time employee is called to work less hours on a day of rest than the number of hours of a regular shift, he/she shall, during working hours, be entitled to:

(i) a paid rest period of fifteen (15) minutes after two (2) hours at work if he/she continues to work thereafter;

(ii) a paid meal period of one-half («) hour after four (4) hours at work if he/she continues to work thereafter;

(iii) a paid rest period of fifteen (15) minutes after six (6) hours at work if he/she continues to work thereafter.

(c) Where a part-time employee works on a day of rest, he/she shall be entitled to the benefits provided for in clause 14.05 or 14.06, as applicable, except for the applicable rate.

(d) In all cases, the rate of pay provided for in clause 17.01(a)(ii) shall apply.

17.04 Coverage of Uncovered Letter Carrier Routes or Mail Service Courier Assignments.c.:17.04 Coverage of Uncovered Letter Carrier Routes or Mail Service Courier Assignments;

When the absences exceed the number of unassigned Letter Carriers and the available Relief Letter Carriers or unassigned Mail Service Couriers or available Mail Service Couriers (Relief) as applicable, and barring exceptional circumstances such as an insignificant volume of mail available for delivery, climatic conditions or darkness which could adversely affect the employee concerned or the proper delivery of mail, the resulting uncovered routes shall be covered by the Corporation according to the following procedure:

(a) With regard to the Letter Carrier function:

(i) volunteer part-time Letter Carrier by seniority at straight time up to a maximum of eight (8) hours a day who are either on duty or who are not on duty, and are called back to work.



Under this clause, part-time employees will be called back at the discretion of local post office management. If there is less than three (3) hours of scheduled work to be performed, Management may decide to cover the work through an overtime basis instead of calling a part-time employee back to work.

However, part-time employees called back shall be guaranteed a minimum of three (3) hours work or pay at the applicable rate.

- (ii) overtime by volunteer full-time Letter Carriers;
- (iii) overtime by available volunteer part-time Letter Carriers;
- (iv) where upon completion of the preceding steps, under (a),

sufficient volunteers are not available, additional lists of part-time and full-time Letter Carrier volunteers from other installations within the same post office jurisdiction are to be established and applied in accordance with the sequence outlined at (i), (ii) and (iii) above.

- (v) by any other means.

(b) With regard to the Mail Service Courier function:

(i) volunteer part-time Mail Service Couriers by seniority at straight time up to a maximum of eight (8) hours a day, who are either on duty, or who are not on duty and are called back to work. Employees called back shall be guaranteed a minimum of three (3) hours work or pay at the applicable rate;

- (ii) overtime by volunteer full-time Mail Service Couriers;
- (iii) overtime by available volunteer part-time Mail Service

Couriers;

(iv) where upon completion of the preceding steps, under (b), sufficient volunteers are not available, additional lists of part-time and full-time Mail Service Couriers volunteers from other installations and/or shifts within the same post office jurisdiction are to be established and applied in accordance with the sequence outlined at (i), (ii) and (iii) above.

- (v) by any other means.

(c) Overtime as outlined in the clause will be governed by the principles of equal opportunity to the extent provided by Article 15 as it can be made applicable to 17.04.

(d) In application of 17.04(a) and (b), (ii) and (iii) in order for any employee to be considered available, the employee must be present on the job site at the time of the absence and in the case of Mail Service Courier duties, be available to perform the work within the established schedule. In the application of 17.04(a) and (b)(iv) in order for any employee to be considered available, he/she must submit his/her name on the appropriate equal opportunity list and in the case of Mail Service Courier duties be available to perform the work within the established schedule.

(e) Allocations of overtime to all employees are subject to the provisions of Article 11. Unless a part-time employee has more seniority than other employees, where his/her hours are extended, he/she must wait until more senior employees pick the portion of the route they wish to cover. As much as practicable, extensions of part-time hours should not result in part-time employees working more than eight (8) hours in a day.

(f) Notwithstanding the preceding clauses, where leave without pay in accordance with clauses 26.02, 26.03 or 26.04 or leave with pay in accordance with clauses 46.01(f)(i) and 47.01(f)(i) has been approved and subsequently relief staff is not available, then the method of covering absences caused by the granting of such leave shall be a matter for local meaningful consultation.

#### 17.05 Coverage of Uncovered Letter Carrier Routes.c.:17.05

Coverage of Uncovered Letter Carrier Routes;

In the application of clause 17.04 for an uncovered letter carrier walk/route the following principles shall apply:

(a) The number of volunteers available will determine the number of hours that will be assigned.

When there are four (4), three (3), or two (2) full-time volunteers to cover a full-time assignment, the assignment shall be split into four (4) two (2) hour portions, three (3) two (2) hour and forty (40) minute portions or, two (2) four (4) hour portions respectively, and each volunteer shall be guaranteed the time mentioned above at the rate of time and one-half (1½). The same principle will apply for coverage of a part-time walk/route or portion of a full-time assignment.

(b) Where there is only one (1) volunteer to cover the full-time assignment, the volunteer shall select either two (2) or four (4) hours of work and be guaranteed the number of hours he/she selects at the rate of time and one-half (1½).

(c) In circumstances which could adversely affect the employee concerned or the delivery of mail where deviation from these procedures is required, local consultation will be held.

(d) (i) Under normal circumstances employees performing the sortation and preparation of an uncovered letter carrier route(s) must have these duties completed prior to the scheduled lunch period in that installation.

(ii) Where portions of routes require priority delivery such as business areas, shopping malls or in the case of large numbers of socio-economic cheques, the Corporation will determine when the uncovered walk will be sorted and prepared and when the portion containing any of the above will be delivered on a priority basis over other portions.

(iii) Notwithstanding (i) above, prior to the employee(s) selecting the portion of the uncovered letter carrier route, the Corporation will determine and advise the employees how much earlier in the day the selected portion or portions of each individual uncovered letter carrier route in (ii) above are to be sorted, prepared and delivered.

(iv) In each location or installation, the supervisor(s) and shop steward(s) will meet and consult on the way in which (ii) above will be applied in that installation.

(e) After all requirements in 17.04(a) and (b), (i) (ii) and (iii), have taken place and sufficient volunteers are not available in the installation, volunteers from other installations under the same post office will be offered the assignment from a predetermined list to cover the uncovered route.

In cases where an employee wishes to be included on an equal opportunity list at another installation, the employee shall ensure that his/her

name is included on that list.

(f) All available mail, including householders scheduled for delivery that day must be delivered in the coverage of an uncovered walk.

(g) When the one-half («) hour paid lunch period is structured into the eight (8) hour work day, the number of volunteers available will determine the number of hours that will be assigned, notwithstanding the provisions of clauses 17.05(a) and (b).

(i) When there are four (4), three (3), or two (2) full-time volunteers to cover a full-time assignment, the assignment shall be split into four (4) one (1) hour and fifty-two point five (52.5) minute portions, three (3) two (2) hour and thirty (30) minute portions, or two (2) three (3) hour and forty-five (45) minute portions respectively, and each volunteer shall be guaranteed the time mentioned above at the rate of time and one-half (1 «). The same principle will apply for coverage of a part-time walk/route or portion of a full-time assignment.

(ii) Where there is only one (1) volunteer to cover the full-time assignment, the volunteer shall select either one (1) hour and fifty-two point five (52.5) minutes or three (3) hours and forty-five (45) minutes of work and be guaranteed the number of hours he/she selects at the rate of time and one-half (1 «).

17.06 Coverage of Known Periods of Absence.c.:17.06 Coverage of Known Periods of Absence;

If a full-time POÿEXTÿ1-3 employee is off on a known absence of five (5) working days or more, the absence may be covered from the first day in the following manner:

(a) The POÿEXTÿ2's will bid by seniority to cover the absence.

(b) By seniority a full-time POÿEXTÿ1 will be promoted on an acting basis to cover the POÿEXTÿ2 absence.

(c) By seniority, a part-time employee in the component will be promoted on an acting basis to cover the full-time POÿEXTÿ1 absence. If no part-time employee in the function wishes to be promoted to cover the full-time absence, part-time employees by seniority from the other function will be offered the acting promotion.

(d) A term employee will be hired to cover the resultant vacancy.

Should no POÿEXTÿ2 wish to cover the absence it will be covered in the following manner:

(e) By seniority, a part-time employee in the component will be promoted on an acting basis and placed directly on the assignment where the absence occurred.

If no part-time employee in the function wishes to be promoted to cover the full-time absence, part-time employees by seniority from the other function will be offered the acting promotion.

(f) A term employee will be hired to cover the resultant vacancy.

Should no part-time POÿEXTÿ1 wish to cover the absence a term employee will be hired and placed directly on the route where the absence occurred.

Part-time absences for a known period of five (5) working days or

more may be covered by a term employee from the first day of the absence.

- (g) Furlough leave will be covered under (a) above.
- (h) In small post offices where there is only one PO, his/her primary function will be to cover vacation leave.
- (i) Absences up to five (5) working days will be covered in accordance with clause 17.04.
- (j) After completion of an acting assignment in accordance with (c) and (e) above, a part-time employee will have the right to displace the most junior term employee in the component who is covering a full-time assignment.

ARTICLE 18.c. ARTICLE 18;

DESIGNATED PAID HOLIDAYS.c.: DESIGNATED PAID HOLIDAYS;

18.01 Designated Paid Holidays.c.: 18.01 Designated Paid Holidays;

The following are designated paid holidays and payment to part-time employees shall be subject to clause 18.04:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's birthday;
- (e) Dominion Day;
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) One additional day in each year that, in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or in any area where, in the opinion of the Corporation, no such day is recognized as a provincial or civic holiday, the Corporation shall give employees thirty (30) days' notice that the first Monday in August is the holiday to be observed;
- (l) Any additional federally legislated holiday, when such legislation is passed. This new holiday would not be in lieu of an existing holiday.

18.02 Designated Holiday During Vacation.c.: 18.02 Designated Holiday During Vacation;

- (a) If a paid holiday falls or is observed during a full-time employee's vacation leave period:
  - (i) the holiday will be charged to vacation leave and the employee will become entitled to an extra day's pay;
  - or
  - (ii) the holiday will not be charged to vacation leave and the employee will become entitled to an alternate day at a time requested by the employee, providing he/she gives the Corporation ten (10) working days' notice, in writing, prior to that day.
- (b) If a paid holiday falls during a part-time employee's vacation leave, the day will be paid as per the provisions of clause 18.04.

18.03 Eligibility for Designated Holidays.c.:18.03 Eligibility for Designated Holidays;

Clause 18.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday, except as provided for in clause 18.02 for part-time employees.

18.04 Entitlement - Part-time Employees.c.:18.04 Entitlement - Part-time Employees;

A part-time employee's pay for a holiday shall be based on the average number of hours worked, up to a maximum of eight (8) on the five (5) days he/she was on duty immediately preceding the holiday.

18.05 Rest Day Moved.c.:18.05 Rest Day Moved;

When a day designated as a holiday under clause 18.01 coincides with an employee's rest day, the rest day shall be moved to the first day following the holiday on which the employee is entitled to pay or is scheduled to work.

18.06 Leave on Rest Day Moved.c.:18.06 Leave on Rest Day Moved;

If an employee is on vacation on the day to which the rest day is moved, the principle contained in clause 18.02 shall apply.

18.07 Work on a Rest Day Moved.c.:18.07 Work on a Rest Day Moved;

Work assignments on a rest day moved in accordance with clause 18.05 shall be subject to the principle of equal opportunity contained in Article 15; in the case of PO EXT 1-3, clause 18.13 applies.

18.08 Guarantee.c.:18.08 Guarantee;

The principles of clause 17.01 will apply for an employee required to work on a rest day moved or on a designated paid holiday.

18.09 Meal and Rest Periods.c.:18.09 Meal and Rest Periods;

(a) Where a full-time employee is required to work on a holiday or on a rest day moved, he/she shall be entitled to rest periods, meal periods, wash-up time, and, where applicable, a meal allowance:

(i) in the manner provided for in Article 14 if he/she is called to work the number of hours of a regular shift;

(ii) in the manner provided for in Articles 14 and 15 if he/she is called to work more hours than the number of hours of a regular shift.

(b) Where a full-time employee is called to work less hours on a holiday or on a rest day moved than the number of hours of a regular shift, he/she shall, during working hours, be entitled to

(i) a paid rest period of fifteen (15) minutes after two (2) hours at work if he/she continues to work thereafter;

(ii) a paid meal period of one-half (½) hour after four (4) hours at work if he/she continues to work thereafter;

(iii) a paid rest period of fifteen (15) minutes after six (6) hours at work if he/she continues to work thereafter.

(c) Where a part-time employee works on a holiday or on a rest day moved, he/she shall be entitled to the benefits provided for in clause 14.05 or

14.06 except for the applicable rate.

(d) In all cases, the rate of pay provided for in clause 18.10 shall apply.

18.10 Rates.c.:18.10 Rates;

Where an employee works on a holiday, he/she shall be paid for all hours worked at two (2) times his/her regular straight time rate in addition to the pay he/she would have been granted had he/she not worked on the holiday.

18.11 Compensation for Work on a Holiday for Group 3-GL&T, Group 4-EL and Group 5-AGS.c.:18.11 Compensation for Work on a Holiday for Group 3-GL&T, Group 4-EL and Group 5-AGS;

Group 3-GL&T and Group 5-GS

(a) When an employee works on a holiday, he/she shall be paid:

double (2) time his/her hourly rate of pay for all hours worked in addition to the pay that he/she would have been granted had he/she not worked on the holiday as provided for in clause 18.10;

or

(b) upon request, he/she shall be granted:

(i) a day of leave with pay (hourly rate of pay) at a later date in lieu of the holiday,

and

(ii) pay at two (2) times the hourly rate of pay for all hours worked by him/her on the holiday.

(c) Where practicable and at the request of an employee, the Corporation will grant the leave earned in clause (b)(i) contiguous to the employee's vacation leave.

(d) Any lieu days created under the provisions of (b)(i) which are not used by the end of the fiscal year in which they are earned may be carried over to the next fiscal year, and if not liquidated by the end of that fiscal year then payment in cash will be made. Payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his/her letter of appointment as at the end of the fiscal year.

Group 4-EL

(e) When an employee is required to work on a holiday he/she shall be paid, in addition to the pay he/she would have received had he/she not worked on the holiday, two (2) times his/her straight-time hourly rate for all hours worked by him/her, as provided for in clause 18.10.

(f) Notwithstanding clause (e) an employee assigned to duty outside his/her headquarters' area (other than to training courses conducted under Article 40), who cannot return to his/her headquarters' area for a designated holiday without incurring additional expense to the Corporation shall, if he/she so requests and sufficient work is available, work the holiday. For such work the employee shall receive his/her normal daily rate of pay and in addition be paid at two (2) times his/her straight time hourly rate for all hours worked by him/her.

(g) An employee whose hours of work are governed by clause 14.01(j), who is assigned by the Corporation to undertake training outside his/her headquarters' area and who cannot return to his/her headquarters' area for a designated holiday without incurring additional travel expense to the Corporation,

and who is not required by the Corporation to undertake training or perform other work on the holiday, shall receive his/her normal daily rate of pay and, in addition, upon his/her return to his/her headquarters' area be granted one day compensatory leave. Such leave will be taken at a time mutually agreed to by the employee and the Corporation.

18.12 Method of Assigning Holiday Work for Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS.c.:18.12 Method of Assigning Holiday Work for Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS;

Work assignments covered by this article shall be in accordance with the principle of equal opportunity as provided for in Article 15 on overtime.

18.13 Work on a Designated Paid Holiday for Group 2-PO External.c.:18.13 Work on a Designated Paid Holiday for Group 2-PO External;

(a) Where a regular delivery service to customers is to be provided on a designated paid holiday, all of the employees in Group 2-PO External who would normally have been scheduled to work had it not been a holiday, will be scheduled to work.

(b) Where regular delivery service to customers is not to be provided and less than a full complement of Mail Service Couriers is required to cover assignments on a designated paid holiday, the following will apply:

(i) Insofar as possible, work assignments will be covered by the Mail Service Courier and Mail Service Couriers (Relief) who normally cover the assignments within the unit. Assignments will be offered on the basis of equal opportunity providing the employee is qualified to perform the duties of the assignment.

(ii) If the required number of employees is not obtained in applying (i) above, the assignments shall be covered in the following manner:

- (1) volunteer full-time Mail Service Couriers and Mail Service Couriers (Relief) from other units;
- (2) volunteer part-time Mail Service Couriers;
- (3) volunteer qualified Letter Carriers;
- (4) by other means.

18.14 Reduction of Staff.c.:18.14 Reduction of Staff;

(a) Subject to (b) below, staff shall be reduced to a minimum after 1600 hours on Christmas Eve, and during the following day, and after 1600 hours on New Year's Eve and during the following day with the Corporation having the right to adjust shift schedules to achieve the minimum staff positions ensuring that there will be no reduction in pay to any employee.

(b) Group 2-PO External staff shall be reduced to a minimum after 1800 hours on Christmas Eve, and during the following day, and after 1800 hours on New Year's Eve and during the following day. The Corporation has the right to adjust shift schedules to achieve the minimum staff positions ensuring that there will be no reduction in pay to any employee.

(c) In the application of paragraphs (a) and (b) above, an employee who would otherwise receive a shift premium will not receive such a premium if as a result to a shift change pursuant to this clause the employee does not work a

shift on which a premium is paid.

ARTICLE 19.c.ARTICLE 19;

VACATION LEAVE.c.:VACATION LEAVE;

19.01 Entitlement.c.:19.01 Entitlement;

An employee who is entitled to receive pay for at least ten (10) days in each calendar month of a fiscal year shall earn vacation leave at the following rates:

- (a) three (3) weeks per fiscal year if he/she has completed less than seven (7) years of continuous employment;
- (b) four (4) weeks per fiscal year after he/she has completed seven (7) years of continuous employment;
- (c) five (5) weeks per fiscal year after he/she has completed fourteen (14) years of continuous employment;
- (d) six (6) weeks per fiscal year after he/she has completed thirty (30) years of continuous employment;
- (e) seven (7) weeks per fiscal year after he/she has completed thirty-five (35) years of continuous employment.
- (f) Notwithstanding 19.01(c), above, an employee in any Group other than Group 1-PO Internal who is so entitled shall earn:

- (i) five (5) weeks per fiscal year after completion of seventeen (17) years of continuous employment effective April 1, 1992;

- (ii) five (5) weeks per fiscal year after completion of fourteen (14) years of continuous employment effective April 1, 1993.

- (g) Notwithstanding 19.01(d) above, an employee who is so entitled shall earn six (6) weeks per fiscal year after twenty-eight (28) years of continuous employment effective April 1, 1993.

- (h) Notwithstanding 19.01(e) above, an employee who is so entitled shall earn seven (7) weeks per fiscal year after thirty-three (33) years of continuous employment effective April 1, 1993.

During his/her vacation leave, the employee shall receive the salary provided for in clause 19.10.

19.02 Fractional Rate.c.:19.02 Fractional Rate;

An employee who is not entitled to receive pay for at least ten (10) days in each calendar month of a fiscal year will earn vacation leave at one twelfth (1/12) of the rate referred to in clause 19.01 for each calendar month for which he/she is entitled to receive pay for at least ten (10) days.

19.03 Fractional Entitlement.c.:19.03 Fractional Entitlement;

If, at the end of a fiscal year, an employee's entitlement to vacation leave includes a fractional entitlement of less or more than one-half («) day, the entitlement shall be increased to the nearest half («) day. Vacation leave shall only be granted in multiples of one-half («) day.

19.04 No Leave During First Six Months.c.:19.04 No Leave During First Six Months;

An employee earns but is not entitled to receive vacation leave during his/her first six (6) months of continuous employment.

19.05 Displacement of Vacation Leave.c.:19.05 Displacement of Vacation



Leave;

- Where, in respect of any period of vacation leave, an employee is:
- (a) granted bereavement leave,  
or
  - (b) granted special leave with pay because of illness in the immediate family,  
or
  - (c) granted leave under 27.03 of this Agreement,  
or
  - (d) granted sick leave on production of a medical certificate,  
or
  - (e) granted leave for the birth or adoption of a child;
- the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

19.06 Accumulation of Vacation Leave.c.:19.06 Accumulation of Vacation Leave;

Where, in any fiscal year, an employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave shall be carried over into the following fiscal year.

19.07 Vacation Pay Upon Termination.c.:19.07 Vacation Pay Upon Termination;

(a) Where an employee dies or otherwise terminates his/her employment after a period of continuous employment of not more than six (6) months, he/she or his/her estate shall, in lieu of earned vacation leave, be paid an amount equal to six per cent (6%) of the total of the pay and compensation for overtime received by him/her during his/her period of employment.

(b) When the employment of an employee who has completed more than six (6) months of continuous employment is terminated for any reason, the employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid:

(i) For a full-time employee, an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the full-time employee immediately prior to the termination of his/her employment.

(ii) Where a part-time employee dies or otherwise terminates his/her employment, or is appointed to a full-time position, he/she or his/her estate shall be paid an amount calculated according to clause 19.10 as applicable, for the period of the calendar year up to the date of his/her death, termination or appointment as the case may be.

19.08 No Payback in the Event of Death.c.:19.08 No Payback in the Event of Death;

When the employment of an employee who has been granted more vacation leave than he/she has earned is terminated by death, the employee is considered to have earned the amount of vacation leave granted to him/her.

19.09 Entitlement to Furlough Leave.c.:19.09 Entitlement to Furlough

Leave;

A full-time employee who was hired prior to April 1, 1962, and is entitled to receive five (5) weeks furlough leave with pay after the completion of twenty (20) years of continuous employment, shall retain his/her entitlement to furlough leave, subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

19.10 Vacation Pay.c.:19.10 Vacation Pay;

(a) During his/her vacation leave, a full-time employee shall receive his/her regular salary.

(b) A part-time employee shall receive vacation leave pay equal to a percentage of the total of his/her previous calendar year's earnings. This percentage shall be:

(i) six percent (6%) if the employee has completed less than seven (7) years of continuous employment;

(ii) eight percent (8%) after the employee has completed seven (7) years of continuous employment;

(iii) ten percent (10%) after the employee has completed fourteen (14) years of continuous employment;

(iv) twelve percent (12%) after the employee has completed thirty (30) years of continuous employment;

(v) fourteen percent (14%) after the employee has completed thirty-five (35) years of continuous employment.

(c) (i) Notwithstanding clause 19.10(b)(iii) above, a part-time employee in all groups other than Group 1-PO Internal who is so entitled shall earn:

(ii) ten percent (10%) vacation pay after completion of seventeen (17) years of continuous employment effective April 1, 1992.

(iii) ten percent (10%) vacation pay after completion of fourteen (14) years of continuous employment effective April 1, 1993.

(d) Notwithstanding clause 19.10(b)(iv) above, an employee who is so entitled shall earn twelve percent (12%) vacation pay after completion of twenty-eight (28) years of continuous service effective April 1, 1993.

(e) Notwithstanding clause 19.10(b)(v) above, an employee who is so entitled shall earn fourteen percent (14%) vacation pay after completion of thirty-three (33) years of continuous service effective April 1, 1993.

(f) Calendar year earnings, for the purposes of calculating vacation pay, shall reflect the gross wages as reported on his/her T-4 earnings as "Total Income Before Deductions".

19.11 Vacation Pay Advance.c.:19.11 Vacation Pay Advance;

(a) In the case of full-time employees, the Corporation agrees to issue advance payments of net salary for vacation periods, provided six (6) weeks, notice is received from the employee in advance of the date payment is required.

Provided an employee has been authorized to proceed on vacation for the period concerned, advance payment of net salary shall be made prior to departure.

The amount of the advance is established by multiplying the number

of weeks of leave by the net weekly salary to which the employee is entitled for the first pay period following the last normal pay received prior to going on leave.

An overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

(b) Part-time employees shall receive their vacation pay prior to the last Friday of March of each year. A part-time employee may nevertheless choose to receive this pay immediately prior to departure for annual leave. He/she shall then notify the Corporation prior to January 15th. In such a case vacation pay shall be given one (1) week before the beginning of the vacation period.

19.12 No Work During Vacation Leave.c.:19.12 No Work During Vacation Leave;

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

19.13 Pre-retirement Leave.c.:19.13 Pre-retirement Leave;

(a) In addition to vacation leave provided for under this Agreement, a regular employee who has, as of the first day of October attained fifty-five (55) years of age and completed twenty (20) years of continuous employment or has attained sixty (60) years of age and completed five (5) years of continuous employment, shall be entitled to be paid a pre-retirement leave of one (1) week in the twelve (12) month period after becoming eligible therefore and in every twelve (12) month period thereafter until the employee's retirement up to a maximum of five (5) weeks pre-retirement leave from the time of eligibility until the time of retirement.

(b) Pre-retirement leave with pay shall be scheduled in one (1) week blocks separate from the scheduling of vacation leave at a time to be determined by the Corporation taking into consideration the employee's wishes, seniority and operational requirements.

(c) It is understood that there shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.

(d) No employee shall be required or authorized to work during his/her pre-retirement leave.

(e) When any day scheduled as pre-retirement leave falls on a designated paid holiday, the employee shall be entitled to an alternate day at the end of his/her pre-retirement leave.

19.14 Vacation Leave Schedule.c.:19.14 Vacation Leave Schedule;

(a) The vacation leave schedule for an employee in Group 1-PO Internal, Group 3-GL&T, Group 4-EL or Group 5-GS will be spread over thirty-nine (39) weeks starting either with the last Monday in March or the first Monday in April and continuing in three (3) week blocks for thirty-six (36) consecutive weeks. The remaining three (3) week blocks will be scheduled in March of the following year. Alternate arrangements may be made by mutual agreement determined through local Union/Management consultation.

(i) One schedule is established for each class of employees.

(b) The vacation leave schedule for full-time employees in Group 2-PO External will be spread over fifty-two (52) weeks starting with the

last Monday in March or the first Monday in April and continuing in thirteen (13) consecutive four (4) week blocks.

19.15 Number of Employees on Vacation Leave in Group 1-PO Internal, Group 3-GL&T, Group 4ÄEL and Group 5-GS.c.:19.15 Number of Employees on Vacation Leave in Group 1-PO Internal, Group 3-GL&T, Group 4ÄEL and Group 5-GS;

(a) Providing staffing levels or mail volumes have not changed from the previous year, the present practice will continue with respect to:

(i) the determination of the number of full-time employees who may be on vacation leave in each three (3) week block;

(ii) the allocation of vacation leave on the basis of seniority with regard to:

(a) the choice of the block in which the full-time employee wishes to take his/her vacation leave;

(b) the amount of leave he/she may take in each block;

(c) the granting of a fourth (4th), fifth (5th), sixth (6th) or seventh (7th) week of vacation leave to those full-time employees qualifying for the extra week's leave;

(iii) the granting of leave during January and February if full-time employees so request;

(iv) the bidding for leave by work area or by office.

(b) Part-time employees will be entitled to vacation leave at a time determined by the Corporation in meaningful consultation with the local of the Union.

19.16 Number of Employees on Vacation Leave in Group 2-PO External.c.:19.16 Number of Employees on Vacation Leave in Group 2-PO External;

The present practice for full-time employees will continue with respect to:

(a) the determination of the number of employees who may be on vacation leave in each block,

(b) the allocation of vacation leave will be on the basis of seniority with regard to:

(i) the choice of the block in which the employee wishes to take his/her vacation leave,

(ii) the amount of leave he/she may take in each block,

(iii) the granting of vacation leave in excess of four (4) weeks to those employees qualifying for the extra week's leave.

(c) The bidding for leave will be by work area or by office. Any change with regard to the present practice of bidding in any post office by work area or by office, shall be subject to local consultation.

(d) An employee who wishes to split his/her vacation entitlement will be permitted by seniority, to bid only on one (1) portion of his/her proposed split in the first round of bidding. After all other employees in the post office or work area, whichever is applicable, have bid, he/she will be given the opportunity to

use his/her seniority to bid on whatever blocks or portions of blocks are left vacant.

(e) Exchanging of vacation period(s) between employees will continue to apply if it is approved and ratified by the local members of each individual local.

(f) If any periods become vacant for any reason during the vacation leave scheduling, these periods will be posted immediately for rebidding, by seniority, to employees who have not taken their scheduled vacation leave.

(g) The superimposing of the fifth (5th), sixth (6th) and seventh (7th) weeks of vacation may be taken concurrent with the four (4) week block selection subject to the following conditions:

(i) Shall be selected at the same time as the four (4) week block is selected.

(ii) Shall be selected contiguous to, either prior or following, or a combination of both, to the four (4) week period.

(iii) Fifth (5th), sixth (6th) and/or seventh (7th) week(s) not superimposed as described above shall be chosen in the same manner as described in 19.16(d).

(h) When an employee transfers to another location after selecting his/her vacation leave, he/she shall be granted that vacation leave at the new location. If a Relief Letter Carrier or Mail Service Courier (Relief) is not available to cover this period it may be covered in the following manner:

Full-time Employee

By seniority, a part-time PO EXT1 within the function will be promoted on an acting basis and placed directly on the assignment, and a term employee will be hired to cover the resultant vacancy.

Should no part-time PO EXT1 within the function wish to cover the absence a term employee will be hired and placed directly on the assignment.

Part-time Employee

A term employee will be hired and placed directly on the assignment.

(i) The coverage of furlough leave when taken in its entirety (five (5) weeks) is apart and distinct from vacation leave and will be in accordance with clause 17.06. When furlough leave is not taken in its entirety, it is to be scheduled as part of vacation leave under the block system.

(j) After an employee bid for the vacation schedule has been approved by the Corporation, and an error is detected on the part of the Corporation which has resulted in an employee being by-passed in the bidding for vacation leave, the employee shall be permitted to bid on the blocks where he/she would have been entitled to bid in accordance with his/her seniority, without interfering with any other bids already posted.

(k) Term employees may be hired between the middle of June to the middle of September for a twelve (12) week period to cover increased vacation caused by superimposing.

(l) The maximum number of term employees who may be hired above, shall be equivalent to the number of relief PO EXT2's assigned to cover vacation assignments.

(m) Term employees hired to cover the superimposing will be hired for a

minimum of twenty (20) consecutive days.

(n) Any unassigned term employees hired during the twelve (12) week period in (k) above may be used to cover other vacation assignments during the term of his/her employment.

(o) A part-time employee will be entitled to take vacation up to a maximum of three (3) weeks if entitled to vacation pay in accordance with 19.10(b)(i) above, up to four (4) weeks if entitled to pay in 19.10(b)(ii) above, up to five (5) weeks if entitled to pay in 19.10(b)(iii) above, up to six (6) weeks if entitled to pay in 19.10(b)(iv) above and up to seven (7) weeks if entitled to pay in 19.10(b)(v) above, at a time determined by the Corporation in meaningful consultation and agreement with the local Union representative.

19.17 Replacements for Vacation Leave in Group 1-PO Internal.c.:19.17  
Replacements for Vacation Leave in Group 1-PO Internal;

(a) When, as a result of local consultation, an agreement has been reached to compress the vacation leave period to other than that specified in the Collective Agreement, the Corporation in hiring replacements may:

- (i) hire casual employees giving preference to students,  
or
- (ii) offer additional work to regular employees.

(b) In the application of this clause, the number of casual employees or students must not normally exceed the number of employees covered by the Collective Agreement that are on annual leave.

19.18 Bidding for Vacation.c.:19.18 Bidding for Vacation;  
Bidding for vacation must commence no later than the first (1st) week of December and must be completed in such time as to permit vacation schedules to be approved and posted by the second (2nd) week of February of the following year.

ARTICLE 20.c.ARTICLE 20;  
SICK LEAVE.c.:SICK LEAVE;

20.01 Entitlement.c.:20.01 Entitlement;

Sick leave shall be credited to an employee to protect him/her from loss of earnings when he/she is incapacitated by illness, non-compensable injury or for an absence as a result of an injury that is pending a decision of a Workers' Compensation Board.

20.02 Accumulation of Sick Leave.c.:20.02 Accumulation of Sick Leave;

(a) A full-time employee shall accumulate sick leave from his/her first day of employment, at the rate of one and one-quarter (1¼) days for each month in which he/she is entitled to at least ten (10) days' pay.

(b) (i) A part-time employee shall accumulate sick leave credits at the rate of five (5) hours per month, for each month in which he/she is entitled to pay for at least forty (40) hours. Moreover, he/she shall accumulate an additional hour of sick leave credit for each additional monthly twenty (20) hours worked in excess of the first forty (40) hours without such credit exceeding ten (10) hours per month.

- (ii) A part-time employee who is on vacation shall be

considered as being entitled to pay for the purpose of calculating sick leave credits.

20.03 No Loss of Credits During Leave of Absence Without Pay.c.:20.03  
No Loss of Credits During Leave of Absence Without Pay;

(a) Where a full-time employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, he/she shall receive sick leave credits for each month in which he/she is entitled to at least ten (10) days' pay and shall retain his/her cumulative credit, if any, existing at the time of said leave or lay-off.

(b) Where a part-time employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, he/she shall receive sick leave credits for each month in which he/she is entitled to at least forty (40) hours' pay and shall retain his/her cumulative credit, if any, existing at the time of said leave or lay-off.

20.04 No Loss of Credits During Three-Month Separation.c.:20.04  
Loss of Credits During Three-Month Separation;

No

An employee who voluntarily terminates his/her employment and is re-employed within three (3) months will maintain the sick leave credits that he/she had accumulated up to the time of his/her separation.

20.05 Notify Corporation of Illness.c.:20.05 Notify Corporation of Illness;

(a) An employee who is absent because of illness shall notify his/her supervisor or other designated individual prior to the commencement of his/her shift, or as soon as possible thereafter, and advise his/her supervisor or other designated individual as to the probable date of his/her return to work.

(b) In the event an employee is unable to return to work at the time expected, he/she shall, prior to the commencement of the shift on which he/she is expected to return, re-notify his/her supervisor or other designated individual of his/her current circumstances.

20.06 Casual Sick Leave.c.:20.06 Casual Sick Leave;

(a) During any fiscal year casual sick leave cannot exceed a total of ten (10) days without a medical certificate. An employee who has taken seven (7) of the ten (10) days will be informed in writing by the Corporation that he/she is approaching the ten (10) day limit.

(b) The statement signed by an employee that because of his/her illness or injury he/she was unable to perform his/her duties shall be considered as meeting the requirements to be entitled to sick leave benefits except where a medical certificate is required in accordance with the Collective Agreement or where the employee may be subject to discipline as a result of the use of such sick leave.

20.07 Sick Leave Forms.c.:20.07 Sick Leave Forms;

As soon as possible after the commencement of an absence, the employee shall complete and furnish the Corporation with the necessary leave of absence forms. A duplicate signed by an authorized representative of the

Corporation shall be provided to the employee.

20.08 Medical Certificate.c.:20.08 Medical Certificate;

An employee may be required to produce a certificate from a qualified dentist, medical practitioner, or licensed chiropractor for any illness in excess of five (5) days, certifying that such employee is unable to carry out his/her duties due to illness.

20.09 Reporting Back on Duty.c.:20.09 Reporting Back on Duty;

On returning from sick leave, an employee shall report to his/her supervisor.

20.10 Deduction of Sick Leave Credit.c.:20.10 Deduction of Sick Leave Credit;

(a) Absences for sick leave shall be deducted from accumulated sick leave credits for all normal working days (exclusive of holidays, as defined in clause 18.01). Where a full-time employee is absent for part of his/her shift, because of illness, deductions from sick leave credits shall be made in accordance with the following:

i) six (6) hours or more on duty - no deduction,

ii) two (2) hours or more on duty, but less than six (6) - one-half («) day sick leave,

iii) less than two (2) hours on duty - one (1) day sick leave.

(b) Where a part-time employee qualifies for paid sick leave, leave shall be deducted from accumulated credits and the number of hours deducted for each shift shall be based on the average number of hours worked, up to a maximum of eight (8) on the five (5) days he/she was on duty immediately preceding the absence.

20.11 Sick Leave Without Pay and Borrowed Leave.c.:20.11

Sick

Leave Without Pay and Borrowed Leave;

Groupý1-PO Internal

(a) Sick leave without pay shall be granted an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of all of his/her sick leave credits. However, if an employee is incapacitated through sickness or injury for a continuous period of three (3) working days or more and he/she has no credits, he/she may borrow from his/her future sick leave credits up to twenty (20) days in the case of a full-time employee and up to eighty (80) hours in the case of a part-time employee. In case of death, the money value of the borrowed sick leave shall not be recovered from the estate.

(b) Where an employee has exhausted all his/her accumulated credits, including borrowed credits, he/she shall, up to a period of five (5) calendar years, be granted leave without pay to cover his/her illness.

Groupý2-PO External

(c) Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of all of his/her sick leave credits. However, if an employee is incapacitated through sickness or injury for a continuous period of three (3) days or more and he/she has no credits, he/she may borrow up to twenty (20) days in the case of a full-time employee or eighty (80) hours in the case of a part-time employee.



Where the employee is awaiting a decision of the Workers' Compensation Board and has already borrowed pursuant to clause 20.11(e) twenty (20) days or more, or, in the case of a part-time employee, eighty (80) hours or more, further borrowing is restricted to the number of days equivalent to the employee's accumulated sick leave credits used up under clause 20.11(e).

(d) Borrowed sick leave credits will be payable to the Corporation from future sick leave credits, or, upon termination of employment.

In case of death, the money value of the borrowed sick leave shall not be recovered from the estate.

(e) For the purpose of ensuring continuance of his/her salary, an employee who is injured on duty will be allowed to borrow sick leave credits in accordance with clause 20.11(d) until the decision of the Workers' Compensation Board on the first appeal is reached, provided that the employee has informed the Corporation of his/her intention to appeal the first decision within ten (10) working days upon receipt of the decision.

(f) Where an employee's claim pursuant to this article is refused by the Workers' Compensation Board, any borrowed sick leave shall be recovered by the Corporation as follows:

(i) The first twenty (20) days borrowed shall be recovered from future earned sick leave credits.

(ii) Any borrowed sick leave over twenty (20) days shall be recovered in cash:

(1) from long term disability insurance. Where the employee subsequently qualifies for long term disability insurance, the employee shall endorse and deliver to the Corporation any disability insurance payments, paid for the period of time for which the employee borrowed sick leave, to be applied against the cash value of the borrowed sick leave;

and

(2) from future earnings as governed by the application of clause 35.07 or any other monies owed and payable to the employee by the Corporation including but not limited to severance pay.

(g) (i) Where an employee has exhausted all his/her accumulated credits, including borrowed credits, he/she shall, upon request, be granted leave without pay to cover his/her illness, subject to him/her providing medical evidence that he/she will be able to return to work.

(ii) An employee who is on sick leave without pay may be required upon the request of the Corporation, to have a medical assessment every six (6) months, in order to determine that the leave of absence is still required, and also, the approximate date of the employee's return to work.

Group 3-GL&T and Group 5-GS

(h) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.01, sick leave with pay shall be granted to an employee:

(i) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

(ii) for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned, and in the event of termination of employment for reasons other than death or lay-off, the recovery of the advances from any monies owed the employee.

Group 4-EL

(i) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.01, sick leave with pay may, at the discretion of the Corporation, be granted:

(i) for a period of up to twenty-five (25) days if he/she is awaiting a decision on an application for injury-on-duty leave,

or

(ii) for a period of up to fifteen (15) days if he/she has not submitted an application for injury-on-duty leave.

(iii) Sick leave credits advanced under (i) or (ii) shall be subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

20.12 Access to Information.c.:20.12 Access to Information;

A record of all unused sick leave credits shall be kept by the Corporation. Each employee shall be informed of the amount of sick leave accrued to his/her credit on request.

20.13 No Loss for Quarantine.c.:20.13 No Loss for Quarantine;

An employee is entitled to leave with pay for time lost due to quarantine where he/she is unable to work as certified by a qualified medical practitioner and granted leave without charge to leave credits.

20.14 Return of Credits During Period of Compensatory Leave for Group 3-GL&T and Group 5-GS.c.:20.14 Return of Credits During Period of Compensatory Leave for Group 3-GL&T and Group 5-GS;

If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay in accordance with clause 20.01 and his/her compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

ARTICLE 21.c.ARTICLE 21;

SPECIAL LEAVE.c.:SPECIAL LEAVE;

21.01 Marriage Leave.c.:21.01 Marriage Leave;

After the completion of six (6) months continuous employment, an employee who gives the Corporation at least five (5) calendar days' notice, shall be granted special leave with pay of not more than five (5) days, for the purpose of getting married.

21.02 Bereavement Leave.c.:21.02 Bereavement Leave;

(a) Bereavement Leave For Group 1-PO Internal

For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child of the employee, father-in-law, mother-in-law, grandparents and relatives permanently residing in the employee's household or with whom the employee permanently resides.

(i) Where a member of his/her immediate family dies, an

employee shall be entitled to a maximum of four (4) days' special leave with pay, but such leave shall not extend beyond the fourth (4th) day following the date of death, and may in addition be granted up to three (3) days' special leave if required for the purpose of travel. For the purpose of this section, days means consecutive calendar days.

(ii) An employee shall be entitled to special leave with pay up to a maximum of one (1) day, to attend the funeral of his/her grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law or the grandparents of his/her spouse.

(b) Bereavement Leave for Group 2-PO External

For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse, children of the employee or spouse, father-in-law, mother-in-law, common-law spouse, grandparents, spouses' grandparents, step-father, step-mother, stepchildren and relative permanently residing in the employee's household or with whom the employee permanently resides.

(i) Where a member of his/her immediate family dies, an employee shall be entitled to a maximum of four (4) days' leave with pay, but such leave shall not extend beyond the fourth (4th) day following the date of death, and may, in addition, be granted up to three (3) days' special leave if required for the purpose of travel. For the purpose of this section, days means consecutive calendar days.

(ii) An employee shall be entitled to special leave with pay up to a maximum of one (1) day, to attend the funeral of his/her grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

(c) Bereavement Leave for Group 3-GL&T and Group 5-GS

For the purpose of this clause, immediate family is defined as father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child, (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparents, and relative permanently residing in the employee's household or with whom the employee permanently resides.

(i) Where a member of an employee's immediate family dies, he/she shall be entitled to leave with pay for a period of up to four (4) days for purposes relating to the bereavement but not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days' leave for the purpose of travel related to the death.

(ii) In special circumstances and at the request of the employee, leave may be extended beyond the day following the day of the funeral but the total number of days granted must be consecutive, shall not exceed the number provided for in paragraph (c)(i) above and must include the day of the funeral.

(iii) An employee is entitled to one (1) day's bereavement leave with pay, for the purpose related to the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

(iv) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for

bereavement with pay, under paragraph (c)(i), (ii) or (iii) of this clause, he/she shall be granted bereavement leave with pay and his/her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(v) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the authorized representative of Canada Post Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 21.02(c)(i) and (iii).

(d) Bereavement Leave for Group 4-EL

For the purpose of this clause immediate family is defined as father, mother, (or alternatively stepfather, stepmother, foster parent or former guardian of the employee) brother, sister, spouse, child or ward of the employee, father-in-law, mother-in-law, grandparents, common-law spouse or a relative permanently residing in the employee's household or with whom the employee permanently resides.

(i) When a member of his/her immediate family dies and the employee attends the funeral, an employee shall be entitled to bereavement leave with pay for a period of up to four (4) consecutive normally scheduled working days and the period of such leave shall encompass the day of the funeral. In addition, when necessary he/she may be granted for the purpose of related travel up to three (3) days' leave with no reduction in his/her weekly rate of pay.

(ii) An employee is entitled to bereavement with pay for up to one (1) day to attend the funeral of his/her grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or in the event of the death of any member of the immediate family in (d)(i) above when the employee is not attending the funeral.

(iii) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Vice-President of Personnel and Labour Relations or his/her delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater than the period provided for in (d)(i) and (d)(ii) above.

(iv) Where in respect of any period of vacation leave, circumstances arise which necessitate bereavement leave in accordance with this clause, the leave taken shall be substituted for vacation leave.

21.03 Leave for Other Reasons.c.:21.03 Leave for Other Reasons;

Where conditions warrant it, special leave with pay may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, as defined in clause 21.02, prevent his/her reporting for duty. Such leave shall not be unreasonably withheld.

21.04 Restrictions on Special Leave.c.:21.04 Restrictions on Special Leave;

No employee shall be granted special leave during any period in which he/she is on leave of absence without pay, or under suspension.

21.05 Scheduled Working Day.c.:21.05 Scheduled Working Day;  
For purposes of this article, a day shall be considered as the part-time  
employee's current scheduled working day.

ARTICLE 22.c.ARTICLE 22;

MEDICAL BOARDS.c.:MEDICAL BOARDS;

22.01 Veterans.c.:22.01 Veterans;

In the application of clause 21.03 of Article 21 "Leave for Other  
Reasons", the Corporation agrees that special leave with pay will continue to be  
provided when an employee who is a veteran is:

- (a) called in by the Department of Veterans Affairs for a medical  
examination not conducted primarily for the purpose of active treatment;
- (b) asked by the Department of Veterans Affairs to report in connection  
with a medical research program conducted by that department;
- (c) reporting to the Department of Veterans Affairs for the purpose of the  
supply or maintenance of a prosthetic appliance;
- (d) called in by the Canadian Pension Commission for pension purposes.

ARTICLE 23.c.ARTICLE 23;

PARENTAL RIGHTS.c.:PARENTAL RIGHTS;

23.01 Right to Maternity Leave.c.:23.01 Right to Maternity Leave;

(a) An employee who becomes pregnant shall notify the Corporation at  
least fifteen (15) weeks prior to the expected date of the termination of her  
pregnancy and subject to paragraphs (b) and (c) hereinafter, shall, eleven (11)  
weeks before the expected date of the termination of her pregnancy be granted  
maternity leave without pay for a period ending not later than seventeen (17)  
weeks after the date of the termination of her pregnancy.

(b) Upon written request from the employee, the Corporation agrees to  
defer the commencement of maternity leave without pay of an employee or  
terminate it earlier than seventeen (17) weeks after the date of the termination of  
her pregnancy.

(c) The Corporation may grant maternity leave without pay to an  
employee to commence earlier than eleven (11) weeks before the expected  
termination of her pregnancy.

(d) The Corporation may, where maternity leave without pay is requested,  
require an employee to submit a medical certificate certifying pregnancy.

(e) Where an employee has the actual care and custody of her newborn  
child, that employee is entitled to extend her maternity leave up to twenty-four  
(24) weeks after the period described in (a), (b) and (c) above.

(f) For the purpose of annual leave provided for in Article 19, an  
employee is deemed to have received pay for at least ten (10) days in each  
calendar month during her maternity leave.

(g) An employee on leave under this clause shall earn sick leave as if she  
would have received pay for at least ten (10) days in each calendar month in the  
case of a full-time employee and, in the case of a part-time employee, as if she  
would have worked her regularly scheduled hours of work.

(h) Time spent on such leave shall be counted for annual increment  
purposes.

23.02 Maternity Leave Allowance.c.:23.02 Maternity Leave Allowance;

(a) After completion of six (6) months continuous employment, an employee who provides the Corporation with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 18, Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(b) An applicant under clause 23.02(a) shall sign the agreement in Appendix "B-5" with the Corporation, providing:

(i) that she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;

(ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Corporation's consent or unless the employee is then entitled to another leave provided for in this Collective Agreement.

(c) Should the employee fail to return to work as per the provisions of clause 23.02(b), the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

23.03 Rate of Allowance.c.:23.03 Rate of Allowance;

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent to ninety-three per cent (93%) of her weekly wage; and

(b) up to fifteen (15) weeks additional payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly wage;

(c) the weekly wage referred to in clause 23.03(a) and (b) above shall be the employee's rate of pay set out in Appendix "A" multiplied by the normal weekly hours of work prescribed for that employee;

(d) where an employee becomes eligible for an annual increment during the period of maternity leave, payments under clause 23.03(a) or (b) shall be adjusted accordingly;

(e) in the application of this clause, the combined weekly level of SUB payment, U.I. benefit and other earnings will not exceed ninety-three per cent (93%) of the employee's normal weekly earnings.

(f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

(g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

23.04 Birth or Adoption Leave.c.:23.04 Birth or Adoption Leave;

(a) A male employee shall be granted leave with pay up to a maximum of one (1) day for the birth of his child. Such leave may be granted on the day before, day of, or day after the birth of his child or on the day of his spouse's admission to, or discharge from the hospital.

(b) An employee shall be granted leave with pay up to a maximum of one

(1) day on the occasion of his/her adoption of a child.

23.05 Paternity Leave.c.:23.05 Paternity Leave;

(a) An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to twenty-four (24) weeks where the employee has or will have actual care and custody of the newborn child.

This leave without pay shall commence as the employee elects:

(i) on the expiry of any leave of absence from employment in respect of the child by a female employee

or

(ii) on the day that the child is born

or

(iii) on the day that the child comes into his actual care and custody.

(b) An employee who requires a paternity leave of absence shall provide the Corporation with at least four (4) weeks' notice in writing and inform the Corporation of the length of leave that the employee intends to take.

(c) Leave under this clause and leave provided for in paragraph (e) of clause 23.01 shall not, in respect of the same child, exceed the combined total of twenty-four (24) weeks.

(d) The Corporation may ask the employee to submit a copy of the child's birth certificate.

(e) For the purpose of annual leave provided for in Article 19, an employee is deemed to have received pay for at least ten (10) days in each calendar month during his paternity leave.

(f) An employee on leave under this clause shall earn sick leave as if he would have received pay for at least ten (10) days in each calendar month in the case of a full-time employee and, in the case of a part-time employee, as if he would have worked his regularly scheduled hours of work.

(g) Time spent on such leave shall be counted for annual increment purposes.

23.06 Adoption Leave.c.:23.06 Adoption Leave;

(a) An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay for up to twenty-four (24) weeks for the adoption of a child.

This leave without pay shall commence on the day that the child comes into the employee's care.

(b) An employee who requires a leave of absence from employment for the purpose of adopting a child shall provide the Corporation with at least four (4) weeks' notice in writing unless there is a valid reason why such notice cannot be given. The employee shall inform the Corporation of the amount of leave that he/she intends to take.

(c) Unpaid leave by two (2) employees in respect of the adoption of a child shall not exceed the combined total of twenty-four (24) weeks.

(d) The Corporation may request proof of adoption from the employee.

(e) For the purpose of annual leave provided for in Article 19, an

employee is deemed to have received pay for at least ten (10) days in each calendar month during his/her adoption leave.

(f) An employee on leave under this clause shall earn sick leave as if he/she would have received pay for at least ten (10) days in each calendar month in the case of a full-time employee and, in the case of a part-time employee, as if he/she would have worked his/her regularly scheduled hours of work.

(g) Time spent on such leave shall be counted for annual increment purposes.

23.07 Adoption Leave Allowance Eligibility.c.:23.07 Adoption Leave Allowance Eligibility;

(a) After completion of six (6) months continuous employment, an employee who provides the Corporation with proof that he/she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 20, Unemployment Insurance Act, 1971, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(b) An applicant under clause 23.07(a) shall sign the agreement in Appendix "B-6" with the Corporation, providing:

(i) that he/she will return to work and remain in the Corporation's employ for a period of at least six (6) months after his/her return to work;

(ii) that he/she will return to work on the date of the expiry of his/her adoption leave, unless this date is modified with the Corporation's consent or unless the employee is then entitled to another leave provided for in this Collective Agreement.

(c) Should the employee fail to return to work as per the provisions of clause 23.07(b), the employee recognizes that he/she is indebted to the Corporation for the amount received as adoption leave allowance.

23.08 Rate of Allowance.c.:23.08 Rate of Allowance;

In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his/her weekly wage; and

(b) up to ten (10) weeks additional payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and ninety-three percent (93%) of his/her weekly wage;

(c) the weekly wage referred to in clause 23.08(a) and (b) above shall be the employee's rate of pay set out in Appendix "A" multiplied by the normal weekly hours of work prescribed for that employee;

(d) where an employee becomes eligible for an annual increment during the period of adoption leave, payments under clause 23.08(a) or (b) shall be adjusted accordingly;

(e) in the application of this clause, the combined weekly level of SUB payment, U.I. benefit and other earnings will not exceed ninety-three percent (93%) of the employee's normal weekly earnings.

(f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.



(g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

23.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children for Group 3-GL&T and Group 5-GS.c.:23.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children for Group 3-GL&T and Group 5-GS;

(a) At the request of an employee, leave without pay in one (1) or more periods of not less than one (1) month duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation shall be provided for the care and nurturing of pre-school age children.

(b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 24.c.ARTICLE 24;

INJURY-ON-DUTY LEAVE.c.:INJURY-ON-DUTY LEAVE;

24.01 Eligibility for Leave.c.:24.01 Eligibility for Leave;

An employee shall be granted injury-on-duty leave with pay for the period of time approved by a Provincial Workers' Compensation Board that he/she is unable to perform his/her duties because of:

(a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct,

(b) sickness resulting from the nature of his/her employment,

or

(c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment,

if the employee agrees to pay to the Canada Post Corporation any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure.

24.02 Part-time Employees - Injury-on-Duty Leave.c.:24.02 Part-time Employees - Injury-on-Duty Leave;

Subject to the approval of the relevant Workers' Compensation Boards, the Corporation will calculate the rate of pay for part-time employees on injury-on-duty leave on the following basis:

(a) where the employee has worked for the Corporation for fifty-two (52) weeks or more prior to going on injury-on-duty leave, his/her average weekly rate of pay for the fifty-two (52) week period will be used; or

(b) where the employee has worked for the Corporation for less than fifty-two (52) weeks prior to going on injury-on-duty leave, his/her average weekly rate of pay for his/her period of employment will be used.

ARTICLE 25.c.ARTICLE 25;

ISOLATED POST ALLOWANCE.c.:ISOLATED POST ALLOWANCE;

25.01 Travel Leave.c.:25.01 Travel Leave;

An employee at an isolated post who is proceeding on vacation or sick leave shall be entitled to travel leave (leave of absence with pay) of three (3) working days or actual travel time, whichever is the lesser, for purposes of travel from his/her post to a point of departure and to return from a point of departure to his/her post.

25.02 Transportation Problems.c.:25.02 Transportation Problems;

In the case of unavoidable delay due to transportation problems between his/her post and the point of departure or return, the Corporation shall grant additional time in consideration of the circumstances where the employee provides satisfactory proof, which shall be in the form of a letter, a note or other documentation from an authorized officer of an official agency, of such delay. When it is not possible to obtain such documentation, the supervisor or authorized representative of the Corporation can establish the facts by contacting the authorized officer of the official agency.

25.03 Allowance for Work in an Isolated Post.c.:25.03 Allowance for Work in an Isolated Post;

The Corporation shall pay employees working in isolated posts described in Appendix "H" the allowance provided for in that appendix.

ARTICLE 26.c.ARTICLE 26;

LEAVE FOR UNION BUSINESS.c.:LEAVE FOR UNION BUSINESS;

26.01 Full-time Union Officers.c.:26.01 Full-time Union Officers;

An employee who has been elected or appointed to a full-time office of the Union shall be entitled to leave of absence without pay for the period during which he/she is elected or appointed to hold office.

26.02 Convention Delegates and Union Representatives.c.:26.02 Convention Delegates and Union Representatives;

Employees selected as delegates to constitutional conventions of the Union, or to negotiating committees for the purpose of collective bargaining, or to wage and contract committees, or as delegates to conventions of the Canadian Labour Congress or Provincial Federations of Labour chartered by the Canadian Labour Congress, shall be granted leave of absence without pay for the purpose of attending such conventions, negotiation or wage and contract committees in accordance with the following conditions:

- (a) application for leave for these purposes shall be made at least five (5) working days before the date the leave is to commence;
- (b) the leave shall be for the period of the convention, wage and contract committee work or contract negotiations, plus travelling time to and from the appropriate locations.

26.03 Conference and Seminar Delegates.c.:26.03 Conference and Seminar Delegates;

The Corporation agrees, on receipt of reasonable advance notice, that employees selected as delegates to other conferences or seminars of the Union shall be granted leave of absence without pay for the purposes of attending such conferences or seminars.

26.04 Work on Behalf of the Union.c.:26.04 Work on Behalf of the Union;

Recognizing that circumstances may arise whereby an employee is required to serve or work on behalf of the Union, the Corporation agrees, on receipt of reasonable advance notice, to grant leave without pay.

26.05 Granting of Leave.c.:26.05 Granting of Leave;  
Providing operations will not be significantly impeded, the granting of such leave without pay, as in clauses 26.03 and 26.04 will not be unreasonably withheld.

26.06 Employees to Remain on Payroll.c.:26.06 Employees to Remain on Payroll;

(a) Members of the Union who are elected or appointed to serve on National Union Committees will remain on the Corporation's payroll and the Corporation will be fully reimbursed by the Union.

(b) Employees who require leave for Union business to perform local Union duties on a short term basis will remain on the Corporation's payroll, and the Corporation will be fully reimbursed by the local of the Union.

ARTICLE 27.c.ARTICLE 27;

OTHER LEAVES OF ABSENCE.c.:OTHER LEAVES OF ABSENCE;

27.01 Education Leave.c.:27.01 Education Leave;

(a) Groupý1-PO Internal

Upon the request of an employee, leave of absence without pay may be granted for educational purposes up to a maximum of three (3) years. Such leave shall not be unreasonably withheld.

(b) Groupý2-PO External

Upon request of an employee who has at least one (1) year continuous employment, leave of absence without pay may be granted for educational purposes up to a maximum of three (3) years, providing the employee states in writing the full term of the leave requested at the time of application for such leave. An employee granted leave under this clause will be required to take the full period of absence for which he/she applied.

(i) The Corporation shall grant leave without pay for a period of up to a maximum of three (3) months to an employee who requests such leave in writing for good and sufficient cause provided:

(ii) the employee gives reasonable advance notice of the period requested, and

(iii) notwithstanding any other provision of this Agreement, through consultation between the Local and the Corporation agreement is reached on the method to be used to cover the absence.

(c) Groupý3-GL&T, Groupý4-EL and Groupý5ÄGS

The Corporation recognizes the usefulness of Education Leave. Upon written application by the employee, an employee may be granted education leave without pay for up to three (3) years, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his/her present role more adequately or to undertake studies in some field in order to provide a service which the Corporation requires or is planning to provide.

(i) At the Corporation's discretion, an employee on education

leave without pay under this article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of his/her annual rate of pay as provided for in Appendix "A" of this Agreement depending on the degree to which the education leave is deemed, by the Corporation, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

(ii) Allowances already being received by the employee may at the discretion of the Corporation be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

(iii) As a condition of the granting of education leave without pay an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Corporation for a period of not less than the period of the leave granted.

If the employee:

- (1) fails to complete the course;
- (2) does not resume employment with the

Corporation on completion of the course;

or

- (3) ceases to be employed before termination of the period he/she has undertaken to serve after completion of the course;

he/she shall repay the Corporation all allowances paid to him/her under this article during the education leave or such lesser sum as shall be determined by the Corporation.

27.02 Leave by Request and Military Leave.c.:27.02 Leave by Request and Military Leave;

(a) The Corporation may grant leave of absence without pay to a maximum of three (3) months to an employee requesting in writing such leave of absence for good and sufficient cause. Such leave shall not be unreasonably withheld.

(b) Upon written request, leave of absence without pay shall be granted to an employee for the purpose of Military or Civil Defence Training.

(c) The Corporation may grant a leave of absence with pay to an employee who is required to attend to emergencies affecting the community.

27.03 Court Leave.c.:27.03 Court Leave;

Leave of absence with pay for his/her normal daily hours shall be granted to every employee who, on a day he/she would otherwise have worked his/her scheduled shift, is required:

(a) to serve on a jury;

or

(b) to attend as a witness by subpoena or summons or by providing satisfactory proof of having attended as a witness in any proceeding held

(i) in or under the authority of a court of justice or before a grand jury,

(ii) before a court, judge, justice, magistrate or coroner,

(iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position,

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

(c) Where an employee has been granted leave of absence and is subsequently required to report for duty on an afternoon or night shift on the same day, he/she will be granted a reasonable period of rest, not to exceed eight (8) hours following his/her attendance in court, before reporting for duty. In such circumstances the employee's shift will be delayed so as to commence at the end of the rest period referred to in this clause.

27.04 Personnel Selection Leave.c.:27.04 Personnel Selection Leave;

Where an employee is participating in a personnel selection process for a position within Canada Post Corporation, he/she is entitled to leave of absence with pay for the period during which his/her presence is required for purposes of the selection process and for such further period as the Corporation considers reasonable for him/her to travel to and from the place where his/her presence is so required. Such leave will be granted only for those periods the employee is scheduled to be on duty.

27.05 Leave Without Pay for Personal Needs for Group3-GL&T and Group5-GS.c.:27.05 Leave Without Pay for Personal Needs for Group3-GL&T and Group5-GS;

Leave without pay will be granted for personal needs, in the following manner:

(a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.

(b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

(c) An employee is entitled to Leave Without Pay for Personal Needs only once under each of (a) and (b) of this clause during his/her total period of employment in the Canada Post Corporation. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Corporation.

(d) Leave without pay granted under (a) shall be counted for the calculation of "continuous employment", for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

(e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment", for the purpose of calculating

severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

27.06 Leave Without Pay for Relocation of Spouse for Group 3-GL&T and Group 5-GS.c.:27.06 Leave Without Pay for Relocation of Spouse for Group 3-GL&T and Group 5-GS;

(a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

(b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

27.07 Examination Leave With Pay for Group 3-GL&T, Group 4-EL and Group 5-GS.c.:27.07 Examination Leave With Pay for Group 3-GL&T, Group 4-EL and Group 5-GS;

(a) Examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where in the opinion of the Corporation the course of study is directly related to the employee's duties or will improve his/her qualifications.

(b) If an employee's duties include driving a Corporation owned motor vehicle, for which he/she must be licensed other than as a private motor vehicle operator, when his/her licence must be renewed, the employee shall be considered as being on-duty status for such time as may be needed to take the necessary tests required by the provincial motor vehicle licensing authority for the purpose of obtaining or validating the required type of licence. The cost of the licence shall be paid by the employee.

27.08 Career Development Leave With Pay for Group 3-GL&T and Group 5-GS.c.:27.08 Career Development Leave With Pay for Group 3-GL&T and Group 5-GS;

(a) Career development refers to an activity which in the opinion of the Corporation is likely to be of assistance to the individual in furthering his/her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Corporation;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized

field directly related to the employee's work.

(b) Upon written application by the employee, and with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in sub-clause 27.08(a) above. The employee shall receive no compensation under Article 15 (Overtime) and Article 32 (Transportation and Travel) during time spent on career development leave provided for in this

clause.

(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Corporation may deem appropriate.

ARTICLE 28.c.ARTICLE 28;

SEVERANCE PAY.c.:SEVERANCE PAY;

28.01 Resignation.c.:28.01 Resignation;

Subject to clause 28.02, an employee who has ten (10) or more years of continuous employment is entitled to be paid on his/her resignation severance pay equal to the amount obtained by multiplying half («) of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of twenty-six (26).

28.02 Retirement.c.:28.02 Retirement;

On termination of employment, an employee who is entitled to an immediate annuity or annual allowance at the age fifty (50) under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of twenty-eight (28).

28.03 Death.c.:28.03 Death;

Regardless of any other benefit payable, if an employee dies, there shall be paid to his/her estate an amount equal to the product obtained by multiplying his/her weekly rate of pay at the time of death by the number of completed years of his/her continuous employment to a maximum of twenty-eight (28).

28.04 Full-time - Part-time Employees.c.:28.04 Full-time - Part-time Employees;

Notwithstanding the provisions of this article, the employee whose continuous employment includes both a period of full-time continuous employment and another of part-time employment sees, for the purpose of severance pay, his/her complete years of continuous part-time employment reduced prorata to the difference between the weekly part-time hours of work and the normal weekly hours of work indicated in the normal schedule of full-time employees. In the case of an employee who, on the date of termination of employment, was a part-time employee, the rate of weekly pay, adjusted to the weekly full-time rate, constitutes the rate of weekly pay to be received by the said employee at the time of termination of employment.

28.05 Termination of Employment.c.:28.05 Termination of Employment;

(a) Unless otherwise provided in this article, an employee who has completed more than one (1) year of continuous employment and whose employment is terminated for reasons other than discipline is entitled to receive one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-six (26) weeks.

(b) On termination of employment for disciplinary reasons, an employee who is entitled to an immediate annuity or annual allowance at the age of fifty

(50) under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment, to a maximum of twenty-six (26).

ARTICLE 29.c.ARTICLE 29;

TECHNOLOGICAL CHANGES.c.:TECHNOLOGICAL CHANGES;

29.01 Definitions.c.:29.01 Definitions;

In this article, "technological changes" means the introduction by the Corporation in its operations, of equipment different in nature, type or quantity from that previously utilized by the Corporation, a change, related to the introduction of this equipment, in the manner in which the Corporation carries on its operations and any change in work methods and postal services operations affecting one or more employees.

29.02 Adverse Effects to be Eliminated.c.:29.02 Adverse Effects to be Eliminated;

In carrying out technological changes, the Corporation agrees to eliminate all injustices to or adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.

29.03 Notice.c.:29.03 Notice;

When the Corporation is considering the introduction into any sector of the Canadian postal system of a technological change:

- (a) the Corporation agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Corporation shall provide the Union, at least one hundred and twenty (120) calendar days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

29.04 Pertinent Information Included.c.:29.04 Pertinent Information Included;

The notice mentioned in clause 29.03(b) shall be given in writing and shall contain pertinent data including:

- (a) the nature of the change;
- (b) the date on which the Corporation proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment;

and

- (e) all other pertinent data relating to the anticipated effects on employees.

29.05 Labour-Management Meetings on Changes.c.:29.05

Labour-Management Meetings on Changes;

Where the Corporation has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) calendar days and to hold constructive and meaningful consultations



in an effort to reach agreement on solutions to the problems arising from this change.

29.06 Agreement.c.:29.06 Agreement;  
Agreements reached between the parties under this article shall receive the written approval of the authorized national representatives of the parties.

29.07 Disagreement.c.:29.07 Disagreement;  
Where the parties do not reach agreement within forty-five (45) calendar days after the date on which the Union has received notification from the Corporation of its intention of introducing a technological change, and various matters remain unresolved in spite of the efforts of the parties, the parties shall refer such matters to an arbitrator. To this end, the parties shall, in their request for the appointment of the arbitrator, specifically state the matters on which they do not agree and which require the intervention of the arbitrator.

29.08 Right to Grieve and to Refer Grievances to Arbitration.c.:29.08 Right  
to Grieve and to Refer Grievances to Arbitration;

Any agreement concluded between the parties under this article or any decision handed down by the arbitrator under this article shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

29.09 Appointment of the Arbitrator.c.:29.09 Appointment of the  
Arbitrator;

If the parties cannot mutually agree on the selection of an arbitrator, the parties will request the Minister of Labour to appoint an arbitrator.

29.10 Time Limits and Decisions of the Arbitrator.c.:29.10 Time Limits and  
Decisions of the Arbitrator;

(a) The arbitrator shall commence his/her work within fourteen (14) calendar days after the date on which he/she is chosen by the parties, or the request of the parties to appoint an arbitrator is submitted to the Minister of Labour.

(b) The arbitrator shall examine and make decisions on only those matters specifically listed in clause 29.07.

(c) The arbitrator shall present his/her report not later than forty-five (45) calendar days after the date on which the parties have chosen the arbitrator or have submitted their request to the Minister of Labour.

(d) The report of the arbitrator shall be binding on both parties.

29.11 Protection of Employees.c.:29.11 Protection of Employees;  
In order to render effective the principle established in clause 29.02, the Corporation agrees to the following provisions, which are designed to protect all employees covered by this Collective Agreement:

(a) Guaranteed Employment  
Except as otherwise provided in this Collective Agreement, the Corporation guarantees continuous employment to all employees covered by the Agreement until the signing of the next Collective Agreement between the parties.

(b) Guaranteed Classification

For the period of continuous employment guaranteed in the previous paragraph, an employee shall retain his/her classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level.

The foregoing notwithstanding, an employee may accept a voluntary reassignment to another classification, but shall retain such new classification and the corresponding wage scale from the date of voluntary reassignment and for the duration of this Collective Agreement.

(c) Guaranteed Pay

To further clarify the intent of this clause, the Corporation guarantees full pay and benefits for normal working hours as defined in this Collective Agreement for the full period of continuous employment guaranteed in paragraph (a) of this clause.

(d) Retraining

Any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining he/she requires during his/her hours of work with full pay from the Corporation and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain his/her classification, or its equivalent, in the bargaining unit.

(e) Relocation

For greater certainty, it is understood that the provisions of Article 53 shall apply when positions are rendered surplus to requirements as a result of technological changes.

(f) Displacement

When an employee is transferred permanently from a working place to another, he/she shall be entitled to a lump sum compensation of two hundred dollars (\$200) or four hundred dollars (\$400) according as the distance between his/her residence at the time of the transfer and his/her new working place has increased by two (2) or four (4) miles, respectively.

29.12 Application of the Collective Agreement.c.:29.12 Application of the Collective Agreement;

It is understood that all the provisions of this Collective Agreement shall fully apply at the time of the application or following the application of a technological change and in regard to all new situations created by or following the application of a technological change, unless a written and specific understanding is reached by the parties for amending this Collective Agreement.

ARTICLE 30.c.ARTICLE 30;

GROUP INSURANCE PLANS.c.:GROUP INSURANCE PLANS;

30.01 Group Surgical-Medical Insurance.c.:30.01 Group Surgical-Medical Insurance;

(a) The Corporation agrees that the Group Surgical-Medical Insurance Plan (GSMIP), as amended from time to time, shall remain in effect during the term of this Agreement and that subject to paragraph (b) below, the Corporation shall contribute to the premium cost as provided under the Plan.

(b) The Corporation's contribution to the "Basic" (this excludes the Optional Expenses Benefit) portion of the GSMIP shall be one hundred percent (100%) of the premium.

(c) The Corporation agrees that when it withdraws from the benefit plans administered through the Treasury Board the current cost-sharing arrangements or benefit levels for employees will not be altered.

30.02 Public Service Health Insurance Regulations.c.:30.02 Public Service Health Insurance Regulations;

The parties agree that the "Public Service Health Insurance Directive", as amended from time to time, shall have effect on the employees in the bargaining unit during the term of this Agreement and that the Corporation will continue to contribute to the cost as provided for under the Plan.

(a) The Corporation agrees to continue to contribute to the Provincial Medical Insurance Plan Premium in premium-paying provinces at the rate of seventy percent (70%) of the provincial medical premium.

30.03 Dental Plan.c.:30.03 Dental Plan;

(a) The dental plan agreed upon by the parties shall form part of this Collective Agreement and shall remain in full force and effect for the term of this Agreement unless modified by mutual agreement.

(b) All regular employees shall be covered by the plan and the cost of it will be assumed by the Corporation.

(c) Effective September 1, 1992, the 1991 Dental fee schedule shall apply; effective January 1, 1994, the 1992 Dental fee schedule shall apply; effective January 1, 1995, the 1993 Dental fee schedule shall apply.

30.04 Hearing and Vision Plan.c.:30.04 Hearing and Vision Plan;

(a) The hearing and vision plan forms part of this Collective Agreement. It shall remain in full force and effect for the term of this Agreement unless modified by mutual agreement.

(b) All regular employees shall be covered by the plan and the cost of it will be assumed by the Corporation.

(c) The vision benefits will be one hundred and thirty dollars (\$130) for each two (2) year period.

30.05 Disability Insurance Plan.c.:30.05 Disability Insurance Plan;

(a) The parties agree that the Disability Insurance Plan, as amended from time to time, shall be available to all regular employees subject to eligibility requirements set by the Treasury Board of Canada.

(b) The parties agree that enrollment in the Disability Insurance Plan will continue to be mandatory for part-time employees hired after March 10, 1985.

(c) The parties agree that the premium payable by the part-time employees will not be higher than the premium payable by full-time employees.

(d) The Corporation agrees that when it withdraws from the benefit plans administered through the Treasury Board the current cost-sharing arrangements or benefits levels for employees will not be altered.

ARTICLE 31.c.ARTICLE 31;

WICKET/COUNTER EMPLOYEES.c.:WICKET/COUNTER EMPLOYEES;

31.01 Training.c.:31.01 Training;

(a) In addition to the training provided for in Article 40, the Corporation agrees to provide a minimum of two (2) weeks' theoretical and/or practical training within a three (3) month period before assigning a new wicket/counter clerk to the responsibility of a wicket/counter.

(b) When a new wicket/counter clerk is assigned to the responsibility of a wicket/counter, a qualified wicket/counter clerk may be assigned to provide on-the-job guidance to the new clerk and, for this purpose, the qualified wicket/counter clerk shall then be relieved of his/her normal duties.

31.02 Security.c.:31.02 Security;

Bank deposits shall be the responsibility of supervisory personnel and/or lead hands, but where exceptional circumstances make it necessary to use other personnel, adequate protection for personal safety and security shall be provided.

31.03 Wicket/Counter Audit.c.:31.03 Wicket/Counter Audit;

(a) All audits of the credit of a wicket/counter clerk shall take place in his/her presence except where the wicket/counter clerk is unavailable, in which circumstances the audit shall be witnessed by the Union steward or an officer of the Union, if he/she is available in the work area, or if he/she is not, by another employee.

(b) A wicket/counter clerk shall be given an opportunity to make a weekly audit during his/her working hours at a time to be determined by his/her supervisor.

(c) The Corporate Manual System - Counter Procedures shall provide the following:

(i) the surplus cash fund of a wicket/counter clerk can accumulate up to a maximum of one hundred dollars (\$100) as a result of overages less shortages;

(ii) when a shortage occurs, an employee has access to his/her surplus cash fund up to the amount accumulated in the surplus cash fund;

(iii) the maximum amount of an overage which an employee may deposit in the surplus cash fund is the difference between one hundred dollars (\$100) and the current accumulated balance.

31.04 Protection Against Shortage.c.:31.04 Protection Against Shortage;

An employee shall not be held responsible for a shortage nor required to reimburse it if such shortage is not due to carelessness.

At arbitration the Corporation will have the onus of proving that an employee was careless.

ARTICLE 32.c.ARTICLE 32;

TRANSPORTATION AND TRAVEL.c.:TRANSPORTATION AND TRAVEL;

32.01 Transportation Between Facilities.c.:32.01 Transportation Between Facilities;

The Corporation will provide transportation to employees while on duty when they are required to move from one postal facility to another to perform their assigned duties and the distance involved is more than four hundred and fifty-seven point two (457.2) meters [five hundred (500) yards].

32.02 When Transportation is to be Provided - Group 2-PO  
External.c.:32.02 When Transportation is to be Provided - Group 2-PO  
External;

Notwithstanding the provisions of clause 32.01 hereinabove, the Corporation will provide transportation to employees while on duty, as follows:

- (a) For Letter Carriers where the distance exceeds four hundred and fifty-seven point two (457.2) meters [five hundred (500) yards]
  - (i) between the post office, i.e., main office, postal station or letter carrier depot and the beginning or end of the walk and/or
  - (ii) between available transportation and the beginning or end of the walk.

- (b) For employees when required to move from one postal facility to another to perform their assigned duties and the distance involved is more than four hundred and fifty-seven point two (457.2) meters [five hundred (500) yards].

32.03 Transportation Methods.c.:32.03 Transportation Methods;  
The Corporation shall designate the methods of transportation to be used, but an employee shall not be required to ride in that portion of a vehicle which is not equipped to carry passengers or ride in an unsafe vehicle.

32.04 Emergency Situations.c.:32.04 Emergency Situations;

- (a) When an emergency situation arises that is beyond the control of the Corporation and transportation cannot be supplied as provided in clause 32.02, the matter will be referred for meaningful consultation with the National Director of the Union.
- (b) If agreement is not reached in paragraph (a) above, the matter will be referred to the National level.

32.05 Determination of Modes of Transportation.c.:32.05 Determination of Modes of Transportation;

- (a) The application of the established cost benefit analysis procedure will continue to be the basis for determining the modes of transportation for each letter carrier walk/route.
- (b) Prior to the implementation of a change in a mode of transportation governing a route, local consultation will take place, and will consider in addition to the question of cost benefit, the effect on the human element.
- (c) For the term of this Collective Agreement, there will be no change in the mode or modes of transportation for which the total transportation allowance is seventy (70) minutes or less.
- (d) Following consultation, mutual agreement at the National Level could result in changes to paragraphs (a), (b) and (c) above.

32.06 Private Vehicle.c.:32.06 Private Vehicle;

- (a) Notwithstanding clause 32.02 and clause 32.05(c), Letter Carriers who voluntarily agree to use their own vehicles will be allowed to do so and the routes may be restructured accordingly subject to the following rules:
- (b) Employees volunteering to use his/her private vehicle to replace the special transportation vehicle will be compensated in accordance with clause 35.08 the same total number of kilometers as the special transportation vehicle

would have utilized under the Route Measurement System.

(c) In addition to the compensation noted above, the Corporation will compensate each employee actually using his/her vehicle for the additional compulsory insurance premium levied for the business use insurance in accordance with the administrative practices of the Corporation. As well, the Corporation shall reimburse the employee for freeway and bridge tolls incurred while in the course of delivery.

(d) Prior to the restructuring in accordance with Article 47, the Corporation shall identify those letter carrier walks/routes on which Letter Carriers may be permitted to use private vehicles.

(e) After these walks/routes have been identified and subsequent to the assessment exercise where applicable but prior to the restructuring, Letter Carriers will be asked by seniority to identify the walks/routes they wish to take and their willingness to utilize private vehicles.

(f) During the restructuring process, walks/routes which have been identified in accordance with paragraph (d) above and which have been identified by employees willing to utilize private vehicles may be restructured for special transportation. It is understood that the walks/routes so identified may change or disappear during the restructuring process. All other walks/routes shall be restructured in accordance with normal restructuring procedures.

(g) All employees shall bid on the restructured walks/routes in accordance with the Collective Agreement.

(h) Where in the course of the bidding a Letter Carrier obtains a walk/route which is structured for special transportation and that Letter Carrier is not willing to use a private vehicle he/she shall be conveyed by the special transportation designated for that walk/route.

(i) Once the bidding process is completed and the restructuring implemented, employees will be required to utilize the transportation designated for that walk/route.

(j) This procedure shall be followed in subsequent restructuring. Walks/routes that were, notwithstanding 32.05(c), converted from public transportation to special transportation in accordance with clause 32.06(f) of this procedure, will be considered to be on public transportation for the purpose of applying this procedure in subsequent restructuring.

(k) Notwithstanding Article 11 and clause 13.25, employees volunteering to use their own vehicles shall remain on those routes which they bid until the next restructuring of the installation unless agreed to by local Management and the Union local.

(l) Payment for the use of private vehicles will be made to employees on a monthly basis.

(m) No employee in his/her own private vehicle will be allowed to carry out any other employee to his/her route.

(n) No employee in his/her own private vehicle will be allowed to carry any relay bundles in his/her vehicle.

(o) All employees will be fully covered by Article 24 when using their own vehicles in the course of their duties.

(p) When an employee, or a relief employee does not have his/her vehicle he/she will be treated in accordance with the special transportation provision of the Route Measurement System.

(q) Prior to the start of the shift or as soon as possible after the commencement of the shift the employee will notify his/her supervisor that his/her private vehicle is not available for that day.

32.07 Travelling Time for Group 3-GL&T and Group 5-GS.c.:32.07  
Travelling Time for Group 3-GL&T and Group 5-GS;

(a) (i) For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this clause.

(ii) For the purpose of this clause, headquarters area means an area surrounding the workplace having a radius of sixteen (16) kilometers, centered on the workplace.

(b) When an employee is required to travel outside his/her headquarters area on Corporation business, the time of departure and the means of travel shall be determined by the Corporation and the employee will be compensated for travelling time in accordance with clause 32.07(c) and (d). Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

(c) For the purpose of clause 32.07(b) and (d), the travelling time for which an employee shall be compensated is as follows:

(i) for travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, including the normal travel time to and from point of departure, as determined by the Corporation;

(ii) for travel by private means of transportation, the normal time as determined by the Corporation to proceed from the employee's place of residence or work place, as applicable, direct to his/her destination and, upon his/her return direct back to his/her residence or work place.

(iii) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Corporation may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the Corporation's original determination.

(d) If an employee is required to travel as set forth in clause 32.07(b) and (c):

(i) on a normal working day on which he/she travels but does not work, the employee shall receive his/her daily rate of pay for the day;

(ii) on a normal work day on which he/she travels and works, the employee shall be paid:

(1) his/her daily rate of pay for a combined period of travel and work not exceeding his/her normal hours of work; and

(2) at the applicable overtime rate for additional travelling time in excess of his/her normal time in excess of his/her normal hours of work, with a maximum payment for such additional travelling time not to

exceed eight (8) hours' pay at the straight time rate in any day;

(iii) on a day of rest or on a designated holiday:

(1) on which he/she travels and works, the employee shall be paid at the applicable overtime rate for all time worked, and at the applicable overtime rate for such additional travelling time not to exceed eight (8) hours' pay at the straight time rate;

(2) on which he/she travels but does not work, the employee shall be paid at the applicable overtime rate for all time travelled not to exceed eight (8) hours' pay at the straight time rate;

(iv) (1) travel time shall be compensated in cash, except where upon request of an employee, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment;

(2) it is only travel time which takes place outside of regular working hours that can be compensated for by leave with pay.

(v) compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year and if not liquidated by the end of that fiscal year, then payment in cash will be made. Payment will be made at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of appointment as of the end of the fiscal year.

(e) Compensation under this clause shall not be paid for travelling time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Corporation.

(f) When an employee is required to perform work at other workplace than his/her normal workplace and his/her status is such that he/she is not entitled to claim expenses for lodging and meals, the Corporation shall provide transportation or mileage allowance in lieu for travel between the employee's normal workplace and any other workplace(s).

(g) Other than when required by the Corporation to use the vehicle of the Corporation for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

32.08 Travelling Time for Group 4-EL.c.:32.08 Travelling Time for Group 4-EL;

(a) Employees in travel status will be reimbursed for all reasonable expenses in accordance with the Corporation's Travel Policy.

(b) When, in the performance of his/her duties, an employee is required by the Corporation to travel by authorized means of transport, time necessarily spent by the employee in such travel shall be compensated for as time worked. Such travelling time shall include time necessarily spent at each stop-over provided such stop-over is not longer than three (3) hours.

(c) When an employee is subject to an unforeseen or unavoidable delay while travelling between assigned work locations, and that delay is at such a time and for such duration that he/she can utilize overnight accommodation, he/she shall be compensated for all hours of that delay at his/her straight-time hourly



rate, except that where good sleeping accommodation is available at no expense to the employee and when he/she has eight (8) continuous hours available to him/her after 2200 hours and prior to 0800 hours to utilize such accommodation, that eight (8) hours will be exempt from payment. The straight-time payment will continue during the period of such delay until such time as the employee again commences travelling.

In the above where any hours involved are on a designated holiday or day of rest, the straight-time rate will be replaced by the applicable overtime rate.

(d) An employee shall be permitted to use his/her private motor vehicle in place of a public carrier whenever he/she is required by the Corporation to travel provided there is no extra cost to the Corporation. The employee will be allowed the equivalent travel time and expenses including transportation costs as if he/she had travelled by public carrier.

ARTICLE 33.c.ARTICLE 33;

HEALTH AND SAFETY.c.:HEALTH AND SAFETY;

33.01 Policy Statement.c.:33.01 Policy Statement;

The parties recognize an employee's right to working conditions which show respect for his/her health, safety and physical well-being.

The Corporation and the Union recognize that the maintenance and development of the employees' general well-being constitute a common objective.

As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

33.02 Corporation's Obligations.c.:33.02 Corporation's Obligations;

(a) The Corporation has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

(b) Without limiting the generality of the foregoing, the Corporation shall:

(i) provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to health;

(ii) inform its employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation;

(iii) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;

(iv) provide the equipment, clothing and devices deemed necessary to prevent injury, except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, clothing and devices on the job;

(v) ensure that the necessary investigations, inspections and analyses are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to

endanger the health or safety of employees;

(vi) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as the situation is brought to its attention.

33.03 Joint Health and Safety Committees.c.:33.03 Joint Health and Safety Committees;

The Corporation and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees shall be formed at the local and national levels in accordance with the application jointly submitted by the parties on December 9, 1992, to Labour Canada and the following provisions. The application will consist of two (2) lists of committees. These lists may be amended from time to time by the mutual agreement of the parties' representatives on the National Joint Health and Safety Committee.

(a) National Joint Health and Safety Committee

A national labour-management organization known by the name of the National Joint Health and Safety Committee shall be established. It shall consist of three (3) management representatives appointed by the Corporation and three (3) Union representatives appointed by the Union.

(b) Local Joint Health and Safety Committees

(i) The composition of the local joint health and safety committees on list A in the application to Labour Canada referred to in clause 33.03 above shall be the same as that of the national joint health and safety committee.

(ii) The local joint health and safety committees on list B in the application to Labour Canada referred to in clause 33.03 above shall consist of a maximum of two (2) management representatives appointed by the Corporation and two (2) Union representatives appointed by the Union.

(c) Functions of the Health and Safety Committees

- (i) Hold meetings at regular intervals;
- (ii) receive and settle employees' complaints;
- (iii) maintain records of the complaints presented;
- (iv) examine the reports concerning the conditions within the workplace and the reports on the safety officers' directives;
- (v) co-operate with professional health services;
- (vi) establish and support educational programs dealing with health and safety;
- (vii) participate in investigations and inspections relating to health and safety;
- (viii) develop and maintain related programs and protective measures;
- (ix) ensure that related programs are followed;
- (x) ensure that accurate records of work accidents are maintained, etc.;
- (xi) co-operate with government safety officers;

(xii) study information on the actual or possible risks associated with equipment or work methods;

(xiii) study all the Corporation's reports concerning the health and safety of employees within the bargaining unit;

(xiv) establish a list of suitable candidates to receive training and become competent first aid attendants from employees proposed by both parties;

(xv) perform any other function that the National Joint Health and Safety Committee deems appropriate with a view to improving the administration of the health and safety policy in the workplace.

(d) The employees appointed to the National Joint Health and Safety Committee or to a Local Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary.

(e) (i) The parties agree that any matter brought to the attention of a committee, whether it be the national or local joint health and safety committee, must be dealt with honesty and impartiality. The members of a committee have individual and collective responsibilities to search for facts and solutions to resolve problems.

(ii) When a committee decides that it cannot resolve a problem, it may resort to the services of an impartial outside person, whose qualifications as a safety expert are recognized, and who will be invited to join the committee to discuss the problem and propose solutions.

(iii) For the duration of this Collective Agreement, the proceedings of a local joint health and safety committee shall be deemed to be consultation between Union local(s) and local management within the meaning of Article 8 which shall then fully apply.

33.04 Rights and Obligations of the Union.c.:33.04 Rights and Obligations of the Union;

(a) Without limiting the generality of clause 33.01 or its role in labour-management meetings, the Union, in co-operation with the Corporation, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.

(b) When a Union representative notes that the quality of the environment is deteriorating, he/she is obliged to inform the Corporation without delay in writing or orally if he/she believes the situation is urgent.

Accordingly, the Corporation shall:

(i) carry out the necessary inspections, analyses and investigations in the presence of a Union representative, and provide him/her with a copy of the report arising from these inspections, analyses and investigations;

(ii) place the matter on the agenda of the next meeting of the joint health and safety committee.

(c) Any investigation report arising from the examination of a problem will be sent to the local of the Union.

(d) If the Union or a local of the Union is not satisfied with the results of the investigation report, it may request that the joint health and safety committee conduct another investigation.

(e) The Union representative must be present at all investigations or inspections.

33.05 Rights and Obligations of Employees.c.:33.05 Rights and Obligations of Employees;

(a) Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being. They must also ensure that they do not endanger the health, safety or physical well-being of other persons in or near the workplace.

(b) Employees must observe the rules and reasonable practices established in connection with health and safety matters as means of protecting themselves and others.

(c) An employee must use or wear the equipment, devices or protective clothing which is placed at his/her disposal by the Corporation or for which he/she has been paid compensation.

(d) During the hours of darkness all employees who are required to work outdoors shall wear a reflective safety vest as provided by the Corporation.

(e) An employee must inform his/her supervisor if a protective device or apparatus is missing or defective when such a situation might endanger himself or another employee.

33.06 Information and Investigations Concerning Work Accidents.c.:33.06 Information and Investigations Concerning Work Accidents;

(a) The Corporation shall conduct such investigations as may be necessary to determine the circumstances surrounding work accidents and health hazards arising in the workplace. Such investigations shall be conducted in the presence of a Union representative.

Reports of these investigations, including police reports if made and are available, shall be submitted to the local joint health and safety committee as well as to the local of the Union. The Local Joint Health and Safety Committee and the local of the Union may request further information from the person who conducted the investigation.

(b) The Corporation shall provide the employees concerned and the Local Joint Health and Safety Committee with a copy of the work accident report.

(c) The Corporation shall provide the local of the Union with a copy of the Provincial Workers' Compensation Board Corporation's Report of Accident.

33.07 Free Transportation in the Event of Serious Illness or Injury.c.:33.07 Free Transportation in the Event of Serious Illness or Injury;

The Corporation agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to his/her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of:

(a) injury on the job,  
or

(b) a heart attack or other serious ailment which occurs on the job, and to notify the appropriate local of the Union of incidents of this nature.

33.08 First Aid Training.c.:33.08 First Aid Training;

(a) The Corporation will encourage employees to take first aid courses and for this purpose will assume the costs of these courses and, also the costs of refresher courses required to maintain the validity of a certificate. Employees selected for first aid training shall be granted time off for the duration of the courses without any loss of salary.

(b) Designated employees who possess a St. John Ambulance first aid certificate or any other first aid certificate recognized by the applicable provincial government shall have access to the first aid room and the first aid kits at all times.

(c) From the lists prepared pursuant to sub-paragraph 33.03(c)(xiv), the Corporation will select the suitable candidates to receive training and become competent first aid attendants, and take care to maintain balance between the candidates proposed by Management and by the Union.

33.09 First Aid.c.:33.09 First Aid;

(a) The Corporation shall take the necessary measures to ensure that a sufficient number of first aid attendants are available and that employees can obtain the assistance of a first aid attendant easily and rapidly.

(b) The Corporation shall provide first aid kits in all postal installations and vehicles, keep the said kits in good condition and make them accessible and available to employees at all times.

(c) A list of all the first aid attendants and the locations in which they may be found shall be posted in all postal installations.

(d) For the purposes of this article, the expression "first aid attendant" indicates a physician, nurse or employee holding a valid industrial first aid certificate issued by a recognized organization.

33.10 Medical Examinations.c.:33.10 Medical Examinations;

(a) Where the Corporation requires an employee to undergo a medical examination by a designated qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee. Insofar as possible, an appointment for an examination will be scheduled 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 Corporation shall assume the cost of any travel expenses in accordance with existing travel regulations.

(c) Notwithstanding clause (a) should it be advisable in the opinion of the Corporation, that a further medical examination be necessary, the Corporation may require such an examination by a qualified practitioner selected by the Corporation and at the expense of the Corporation.

33.11 Motorized Equipment.c.:33.11 Motorized Equipment;

(a) Only qualified employees designated by the Corporation will be permitted to operate mobile motorized equipment. A period of five (5) minutes shall be allowed at the beginning of the shift to the employee operating mobile

motorized equipment in order to make sure that it is in good working condition.

(b) The Corporation shall transmit to the appropriate local of the Union the list of all qualified employees so designated and notify the local of any change thereof.

(c) It is agreed that the training to be provided to employees required to operate mobile motorized equipment shall continue to be given exclusively by members of the bargaining unit who are qualified mobile motorized equipment instructors.

33.12 Restriction on Lifting.c.:33.12 Restriction on Lifting;

(a) Restriction for Groupy1-PO Internal, Groupy3-GL&T, Groupy4-EL and Groupy5ÄGS

No individual employee will be required to lift by hand, any object in excess of twenty-five (25) kilograms [fifty-five (55) pounds].

(b) Restriction for Groupy2-PO External

No individual employee will be required to lift by hand, tubs of mail in excess of twenty-two point seven (22.7) kilograms [fifty (50) pounds] or bags of mail in excess of twenty-five (25) kilograms [fifty-five (55) pounds] and no Letter Carrier or Mail Service Courier delivering on foot will be required to carry more than fifteen point nine (15.9) kilograms [thirty-five (35) pounds].

(c) Under no circumstances will a Letter Carrier on Public Transportation or under clause 32.06 - Private Vehicle be allowed to transport relay bags of mail out to his/her walk/route in the a.m. or p.m.

33.13 Right of Refusal.c.:33.13 Right of Refusal;

(a) An employee has the right to refuse to do particular work if he/she has reasonable grounds to believe that the performance of this work will endanger his/her health, safety or physical well-being, or may similarly endanger another employee.

(b) The employee may not however exercise the right granted him/her under paragraph (a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the employee.

(c) When an employee refuses to do particular work in accordance with paragraph (a):

(i) he/she shall inform his/her supervisor and Union representative without delay;

(ii) he/she shall suffer no loss of salary during the period for which he/she withdraws his/her services;

(iii) he/she is entitled to be present while the investigation provided for hereinafter is conducted;

(iv) until the situation is remedied, no other employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;

(v) until the situation giving rise to the refusal to work is

corrected, the Corporation may assign temporarily the employee to another job providing that it is similar to his/her own, that the employee does not suffer any loss of salary and that such an assignment does not violate the provisions of the Collective Agreement.

(d) As soon as the Corporation is informed by the employee, it shall ensure that the necessary investigations, inspections and analyses of the situation giving rise to the refusal to work are conducted; they shall be conducted in the presence of a Union representative and the employee concerned. Should the employee concerned or the Union representative choose not to be present, the investigation may nevertheless proceed.

(e) When the employee seeks, for frivolous reasons, to dishonestly take advantage of this clause, the Corporation will consider the said employee liable to disciplinary measures.

33.14 Observance of Environment Standards.c.:33.14 Observance of Environment Standards;

The environment standards as determined by the National Joint Health and Safety Committee and those issued under the Canada Labour Code shall be observed at all times.

33.15 Measuring the Quality of the Environment.c.:33.15 Measuring the Quality of the Environment;

(a) The Joint Health and Safety Committee will ensure that the instruments necessary for measuring the temperature, humidity, noise, carbon monoxide, lighting and dust levels are available at each divisional office and in major postal facilities; in other postal facilities, the necessary instruments shall be available upon request where there are serious reasons to believe that the environment standards are not being complied with.

(b) Analyses of the quality of the environment shall be done at the request of Union representatives when they have good reason to believe that the environment standards are not being maintained.

(c) All the results of the analyses of the quality of the environment will be placed at the disposal of the local Union representative. The Corporation agrees to hold information sessions for local Union representatives to explain and familiarize them with the methodology underlying environment measuring techniques.

(d) The Corporation shall permit and facilitate the analyses of the environment by the Joint Health and Safety Committee.

(e) When deviations from the standards occur or when any problem is identified, the Corporation shall take the necessary measures to correct the situation.

33.16 Administration of the Legislation.c.:33.16 Administration of the Legislation;

Any right or benefit not stipulated in this article and conferred on the employees or the Union by any legislation or regulations applicable to the parties in connection with health, safety or the environment in the workplace is an integral part of this Collective Agreement.

33.17 Wages Maintained.c.:33.17 Wages Maintained;

(a) A Union representative acting pursuant to this article during his/her hours of work shall not suffer any loss of salary.

(b) If the activities conducted in (a) above are conducted outside the employee's scheduled hours of work the employee's schedule will be changed to the shift during which the activities take place, and the provisions concerning schedule and shift changes will not apply.

33.18 Night Workers' Leave.c.:33.18 Night Workers' Leave;

(A) Group 1-PO Internal

(a) A regular employee working on the night shift who has worked on the night shift in the preceding four (4) month period shall be entitled to paid recovery leave of one (1) day if he/she has completed more than three (3) years of continuous employment. The same is applicable for each subsequent four (4) month period.

(b) The recovery leave shall be included in the schedules of work established pursuant to and in accordance with Article 14.

(c) This recovery leave is granted in addition to weekly days of rest and other leaves of absence provided for in this Agreement.

(d) No employee shall be required or authorized to work during his/her recovery leave.

(B) Group 2-PO External

(a) A regular employee, the majority of whose regularly scheduled hours of work are between the hours of 2300 and 0700 and who, as of each October 1, has worked those hours on at least two hundred (200) nights in the preceding twelve (12) month period, shall be entitled to paid recovery leave of three (3) days per twelve (12) month period if he/she has completed more than three (3) years of continuous employment. Such leave to be scheduled to provide one (1) day in each four (4) month period.

(b) No employee shall be required or authorized to work during his/her recovery leave.

(C) Group 3-GL&T Non-Supervisory only

(a) A full-time indeterminate employee working on the night shift who, as of 25 September, 1988 has worked on the night shift on at least sixty-six (66) occasions in the preceding four (4) month period shall be entitled to recovery leave with pay of one (1) day if he/she has completed more than three (3) years of continuous employment. The same is applicable for each subsequent four (4) month period.

(b) The recovery leave with pay shall be included in the scheduled hours of work established pursuant to and in accordance with Article 14 - Hours of Work.

(c) Recovery leave is granted in addition to weekly days of rest and other leaves of absence provided for in this Agreement.

(d) No employee shall be required or authorized to work during his/her recovery leave.

(D) Group 3-GL&T Supervisory only

(a) A full-time indeterminate employee working on the night shift who, as



of 11 September, 1988 has worked on the night shift on at least sixty-six (66) occasions in the preceding four (4) month period shall be entitled to recovery leave with pay of one (1) day if he/she has completed more than three (3) years of continuous employment. The same is applicable for each subsequent four (4) month period.

(b) The recovery leave with pay shall be included in the scheduled hours of work established pursuant to and in accordance with Article 14 - Hours of Work.

(c) Recovery leave is granted in addition to weekly days of rest and other leaves of absence provided for in this Agreement.

(d) No employee shall be required or authorized to work during his/her recovery leave.

(E) Group 4-EL

(a) A regular employee working on the night shift who, as of the first day of January 1, 1989, has worked on the night shift on at least two hundred (200) occasions in the preceding twelve (12) month period, shall be entitled to paid recovery leave of three (3) days per twelve (12) month period if he/she has completed more than three (3) years of continuous employment. Such leave is to be scheduled to provide one (1) day in each four (4) month period.

(b) The recovery leave shall be included in the schedules of work established pursuant to and in accordance with Article 14.

(c) This recovery leave is granted in addition to weekly days of rest and other leaves of absence provided for in this Agreement.

(d) No employee shall be required or authorized to work during his/her recovery leave.

(F) All Groups

Notwithstanding paragraphs A, B, C, D, and E above, as of September 1, 1992, the following provisions will apply to all employees:

(a) A regular employee who has completed more than three (3) years of continuous employment shall earn entitlement to paid recovery leave at the rate of one-third (1/3) of a day, for each four (4) week period in which he/she works on the night shift on sixteen (16) occasions. The four (4) week periods shall commence on September 1, 1992. Recovery leave shall be taken in units of not less than one (1) full day.

(b) The recovery leave shall be included in the schedules of work established pursuant to and in accordance with Article 14.

(c) Recovery leave is granted in addition to weekly days of rest and other leaves of absence provided for in this Agreement.

(d) No employee shall be required or authorized to work during his/her recovery leave.

(e) An employee in Group 2-PO External will be entitled to night worker's leave as provided above if, in addition to the above conditions, the majority of his/her regularly scheduled hours of work are between the hours of 2300 and 0700.

(f) The transition to and implementation of this paragraph F will be the

subject of consultation between the parties.

33.19 Rest Periods on Coding Functions.c.:33.19 Rest Periods on Coding Functions;

In addition to the rest periods provided for in clauses 14.04, 14.05, 15.02, 17.03 and 18.09, the employees assigned to coding functions shall be given a five (5) minute rest period during every hour worked in these functions if they are not entitled to another rest period or a meal period during this hour. This rest period shall be taken during working hours and shall therefore be paid at the applicable rate.

33.20 Pregnant Employees.c.:33.20 Pregnant Employees;

(a) An employee who works on a video display terminal (VDT) who becomes pregnant will be given the opportunity to be reassigned to other duties within the same bargaining unit during the term of pregnancy, without any loss of pay.

(b) It shall be the responsibility of the employee who wishes to be reassigned pursuant to the previous paragraph to advise the Corporation through her supervisor as soon as possible.

33.21 Noise Level.c.:33.21 Noise Level;

The Corporation undertakes to make every reasonable effort to reduce the noise level in its mechanized facilities to 85 dBA or less.

During the term of this Collective Agreement, the Corporation will take inventory of the noise levels in all its mechanized facilities, noting the specific characteristics of noise sources in each of those facilities. From its measurements, the Corporation will proceed with and complete introduction of all measures required in each case to reduce the noise level to the above standard, after submitting each project made necessary as a result of this inventory to review by the local Joint Health and Safety Committee involved and to the National Joint Health and Safety Committee for constructive and meaningful consultation.

In addition, the Corporation will incorporate in its maintenance program all the methods derived from its experience in the above-described process for each and every one of its mechanized plants, including those learned from the Vibron study, where applicable.

Lastly, whenever a mechanized facility is being built, noise reduction features will be included in the plans and specifications.

33.22 Dog Problem.c.:33.22 Dog Problem;

The Corporation shall take immediate action or measures to solve any dog related problem encountered by a delivering employee in the bargaining unit and reported in writing to the supervisor. A report regarding the action taken to resolve the problem will be provided to the employee and the local Union representative.

33.23 Vehicles.c.:33.23 Vehicles;

(a) Every employee assigned a vehicle other than a tractor trailer, shall be allowed five (5) minutes at the beginning of each shift to complete a prescribed vehicle safety inspection.

(b) Employees assigned to tractor trailers shall be allowed a reasonable

time to perform the national prescribed safety check at the beginning of each shift.

Defects noted during the safety inspection shall be reported immediately by the employee to his/her supervisor. Defects occurring during the shift shall be reported at the conclusion of the shift, except where such defects render the vehicle inoperable or unsafe, in which case the defect will be reported immediately.

(c) A motor vehicle will be deemed to be unsafe when any mechanical defect exists which, in the judgment of a qualified mechanic designated by the Corporation, could contribute to an accident. In such circumstances, and in consultation with the responsible supervisor, the vehicle will be visibly tagged and taken off the road and will not be put back on the road without written certification being placed in the vehicle stating the repairs that have been completed.

(d) A motor vehicle operator shall not be required to operate a mechanically unsafe vehicle or a vehicle loaded in a hazardous manner. The operator will have the right to refuse to drive or handle any unsafe vehicle or equipment.

(e) Where a motor vehicle operator alleges that a safety hazard exists relating to his/her load, he/she shall immediately report it to his/her immediate supervisor. If the operator and the supervisor are unable to resolve the question of the alleged hazard, a shop steward and, where necessary, any other persons who may be able to assist in resolving the issue will be consulted.

(f) Prior to the general purchase of new designed vehicles for the collection and delivery of mail or the installation of new equipment in such vehicles, the Corporation shall hold meaningful consultation at the national level between the parties.

(g) For the purpose of this clause a motor vehicle means any automobile, bus, van, truck, shunt tractor, truck-tractor, semi-trailer or combination of a truck-tractor and trailer owned or leased by the Corporation or any vehicle manufactured for highway use which is self-propelled by internal combustion engine or electric motor.

33.24 Mail Service Courier and Letter Carrier Motor Vehicle

Operators.c.:33.24 Mail Service Courier and Letter Carrier Motor Vehicle Operators;

(a) Proper equipment will be provided to motor vehicle operators for the conveyance of bulky items weighing in excess of fifteen point nine (15.9) kilograms [thirty-five (35) pounds].

(b) Such equipment will be provided in vehicles serving core business areas, areas where lack of parking necessitates carrying items a considerable distance, and areas having a volume of heavier items.

(c) For other areas, pools of such equipment shall be made available in sufficient quantity to meet the needs of the motor vehicle operators.

(d) In instances where the equipment described herein above is not provided and motor vehicle operators have heavy, or difficult to handle items to be delivered, or when the volume of heavy or difficult to handle items warrants, they will be delivered in a vehicle by two (2) employees from the bargaining unit.

A clean-up truck may be used for those purposes.

33.25 Studies.c.:33.25 Studies;

- (a) The Union's proposals for studies in the field of occupational health and safety shall be submitted to the National Joint Health and Safety Committee.
- (b) Such proposals shall describe the parameters of the proposed study, that is, its scope, objective, terms of reference, resources, procedure, time frame, selection of study site and study team.
- (c) The National Joint Health and Safety Committee cannot refuse a proposal unless such proposal is unreasonable. In case of disagreement in this matter, the proposal shall be submitted for approval to an expert in the field selected by both parties.
- (d) It is understood the Union will bear the costs of studies conducted under this clause.

33.26 Stools.c.:33.26 Stools;

- (a) In each of the Corporation's facilities, a complement of stools shall be constituted such that there shall be a stool for each case used for sorting short/long lettermail. During the peak holiday period, however, when additional cases are required, this stock of stools shall not be augmented.
- (b) With regard to the oversize sortation cases, the Union shall propose to the Corporation as soon as possible an acceptable solution which the Corporation shall not refuse without reasonable justification to the particular problem posed by this equipment. In the meantime, the practices currently employed by the Corporation with regard to these sortation cases shall be maintained.

33.27 Dangerous Goods.c.:33.27 Dangerous Goods;

- (a) No employee shall be required to clean up dangerous goods as defined by the Transportation of Dangerous Goods Act and non-mailable matter.
- (b) The provisions of paragraph (a) do not apply to maintenance employees who use these products in the normal course of their work.

33.28 Warning and Communication Systems for Hearing Impaired Employees.c.:33.28 Warning and Communication Systems for Hearing Impaired Employees;

The Corporation shall, upon the signing of this Collective Agreement, establish an advanced system to ensure that its hearing impaired employees can evacuate its facilities in case of danger, including special systems required in those circumstances, particularly for those who may work in isolation in closed areas. The Corporation shall also ask the National Health and Safety Committee to develop a proposal to make available to hearing impaired employees systems, adapted to their needs, for receiving from the outside and forwarding communications to the outside.

33.29 Power Units.c.:33.29 Power Units;

Electronics personnel are not required to be responsible for the care and operation of back-up power generating units.

33.30 Protective Footwear.c.:33.30 Protective Footwear;

- (a) Employees working in the following areas must wear protective footwear:

- (i) dock areas where mobile motorized equipment is in operation and monotainer breakdown areas where employees are required to work and monotainers are not staged but are moved in and out with mobile motorized equipment where no dedicated forklift lanes are demarcated;
- (ii) maintenance work shops and battery rooms;
- (iii) equipment and tool stores where heavy items are stored.

(b) Employees carrying out the following tasks must wear protective footwear:

- (i) operations of motorized mobile equipment;
- (ii) all maintenance (including repair or transportation of street furniture, e.g., mail receptacles, relay boxes);
- (iii) handling and dumping of bags at glacis;
- (iv) the performance of Mail Service Courier tasks.

(c) The National Health and Safety Committee may recommend other areas and tasks that could require the wearing of protective footwear.

ARTICLE 34.c.ARTICLE 34;

UNIFORMS AND PROTECTIVE CLOTHING.c.:UNIFORMS AND PROTECTIVE CLOTHING;

34.01 Entitlement.c.:34.01 Entitlement;

All employees who are entitled to receive uniforms shall be furnished by the Corporation with uniforms and protective clothing according to the following entitlement schedule. Issues will be made in accordance with clause 34.07.

CLOTHING ENTITLEMENT - DESPATCHERS,  
AND MAIL HANDLERS ON FULL-TIME  
OUTSIDE DUTIES

Article	Number	Duration	Conditions
Jacket	1	2 years	Initial issue for new employees; two for the first four years.
Trousers (first issue)	4	2 years	
Trousers (subsequent issues)	2	1 year	Employee's choice of summer or winter weight, male or female.
Hat (cloth)	1	2 years	
Baseball hat			

Hat  
(Borg pile) 1  
4 years  
Employee's choice of two cloth hats every two years instead of one cloth hat every two years and one Borg pile hat every four years.

Hat (mesh) 1  
2 years  
Baseball hat  
Shirts (first issue)  
Shirts (subsequent issues) 6  
3  
2 years  
1 year  
Employee's choice of long or short sleeve.

Ties 2  
1 year  
Weather Jackets 1  
3 years  
Hood for Weather Jackets 1  
on exchange  
Initial issue to be at employee's request.

Leggings (waterproof) 1  
on exchange  
For employees working outside on request.

Raincoat (rubberized) 1  
on exchange  
Cap cover (waterproof) 1  
on exchange

Scarf 1  
on exchange  
Initial issue to be at employee's request.

Belt 1  
on exchange

Suspenders (invisible) 1

on exchange  
Optional to belt issue at employee's request.

Windbreaker

1

5 years

Initial issue to be at employee's request.

Footwear (rubber)

-

-

See Note 1.

#### CLOTHING ENTITLEMENT - MAIL HANDLERS ON INSIDE DUTIES ONLY

Article	Number	Duration	Conditions
---------	--------	----------	------------

Aprons

-

pool basis

Work Shirts

4

18 mos.

male or female

Work Trousers

2

18 mos.

male or female

#### CLOTHING ENTITLEMENT - MAIL HANDLERS ON PART-TIME OUTSIDE DUTIES

Article	Number	Duration	Conditions
---------	--------	----------	------------

Aprons

-

pool basis

Work Shirts

4

18 mos.

male or female

Work Trousers

2

18 mos.

male or female

Weather Jacket/ Windbreaker

1

exchange basis

Initial issue to be at employee's request. Employee's choice of either garment.

See Note 2.

Footwear (rubber)

-  
-

See Note 1.

#### CLOTHING ENTITLEMENT -

#### WICKET/COUNTER CLERKS

Article	Number	Duration	Conditions
---------	--------	----------	------------

Coat (Wicket/ Counter)			
------------------------	--	--	--

2 per clerk

on exchange

For employees on regular wicket/counter duties.

Coat (Wicket/ Counter)			
------------------------	--	--	--

-

pool basis

Available for use by employees alternating on wicket/counter and other duties.

#### CLOTHING ENTITLEMENT - PART-TIME

#### MAIL HANDLERS

Article	Number	Duration	Conditions
---------	--------	----------	------------

Weather Jacket or Windbreaker			
-------------------------------	--	--	--

-

pool basis

Employees working on outside duties. See Note 2.

Apron			
-------	--	--	--

-

pool basis

Work Shirts			
-------------	--	--	--

4

2 years

male or female

Work Trousers			
---------------	--	--	--

2

2 years

male or female

Footwear (rubber)			
-------------------	--	--	--

-

-

See Note 1.

#### CLOTHING ENTITLEMENT - PART-TIME

#### WICKET/COUNTER CLERKS

Article	Number	Duration	Conditions
---------	--------	----------	------------



Coat (Wicket/ Counter)

1

on exchange

For employees on regular wicket/counter duties.

Coat (Wicket/ Counter)

-

pool basis

Available for use by employees alternating on wicket/counter and other duties.

#### CLOTHING ENTITLEMENT - LETTER

#### CARRIER AND MAIL SERVICE COURIER -

#### FULL-TIME AND PART-TIME

Article	Number	Duration	Conditions
---------	--------	----------	------------

Jacket

1

2 years

Initial issue for new employees, two for the first four years.

Trousers (first issue)

Trousers (subsequent issues)

4

2

2 years

1 year

Employee's choice of summer or winter weight.

Slacks and/or culottes (first issue)

4

2 years

For female employees; slacks - same weight options as for male employees.

Slacks and/or culottes (subsequent issues)

2

1 year

Hat (cloth)

1

on exchange

Baseball hat

Hat (Borgypile)

1

on exchange

Hat (mesh)

1

on exchange

Baseball hat

Blouses (first issue)

Blouses (subsequent issues)

6

3

2 years

1 year

For female employees; same sleeve options as for male employees.

Ties (first issue)

4

2 years

For female employees; scarves

Ties (subsequent issues)

2

1 year

Weather Jacket and Hood

1

3 years

Leggings (Waterproof)

1

on exchange

Initial issue to be at employee's request.

Raincoat

1

on exchange

Raincape

1

on exchange

Rainsuits (Yellow)

1

on exchange

Issue in lieu of raincoat and leggings.

Cap Cover (Waterproof)

1

on exchange

Scarf

1

on exchange

Initial issue to be at employee's request.

Pull-Over pants

1

on exchange

Initial issue to be at employee's request where weather conditions dictate.

Shirts (first issue)

Shirts (subsequent issues)

6

3

2 years

1 year

Employee's choice of long or short sleeve.

Balaclavas

1

on exchange

Initial issue to be at employee's request, where weather conditions dictate.

Walking Shorts

2

on exchange

Initial issue to be at employee's request.

Sweater or Inner Jacket

1

on exchange

See Note 4.

Belt

1

on exchange

Suspenders (invisible)

1

on exchange

Optional to belt issue at employee's request.

Footwear (rubber)

1

on exchange

See Note 5.

Windbreaker

1

3 years

Issue to Mailmobile Operators and Mail Service Couriers (including Mail Service Couriers (Relief)) Re Relief Letter Carriers. See Note 6.

Aprons

1

on exchange

Available for use to vehicle drivers on request and pool basis for Assistants to Letter Carrier Supervisors.

#### CLOTHING ENTITLEMENT - EMPLOYEES IN GROUP 3-GL&T, GROUP 4-EL AND GROUP 5-GS

Article	Number	Duration	Conditions
---------	--------	----------	------------

Aprons	-		
--------	---	--	--

pool basis

Work Shirts

4

18 mos.  
male or female  
Work Trousers

2

18 mos.  
male or female  
Weather Jacket/ Windbreaker

-

pool basis  
Employees on outside duties. See Note 2.  
Footwear (rubber)

-

-

See Note 1.  
Coveralls/ Overalls

2

exchange basis  
For employees working on non national equipment only. Initial issue to be at employee's request. Employee's choice of type of garment.  
Rubber Apron

-

pool basis  
Issue to employees who charge batteries or clean equipment.  
Rubber Gloves (elbow length)

1 pair

on exchange

Issue to employees who charge batteries or clean equipment.  
Rain Suit (c/w Rain Hood)

-

pool basis  
Employees on outside duties.  
Inner Jacket (with/without sleeves)

-

pool basis  
Cloth Cap (welder's skull cap)

1

on exchange

Welders and machinists only.

Note 1: Where the need is established, the Corporation will provide rubber footwear to Mail Despatchers, Mail Handlers, Part-Time Mail Handlers, and employees in Group 3-GL&T and Group 4-EL who work outside in wet weather conditions.

Note 2: Mail Handlers, Part-Time Mail Handlers, and employees in Group 3-GL&T and Group 4-EL who are required to work on "inside docks" where they are exposed to the elements of constantly open doors or who are

required to work on outside duties in winter weather for more than two (2) hours on a regular daily basis, shall be entitled to individual issues of these items.

Note 3: Pregnant employees who are entitled to receive uniforms shall be reimbursed to a maximum of one hundred and thirty dollars (\$130) for the purchase of maternity wear in approved colours, upon receipt of the bill of sale.

Note 4: Initial issue of sweaters to employees upon request with no requirement to exchange inner jacket.

On subsequent issues employees have the choice of inner jacket or sweater on exchange. New employees will have a choice of either inner jacket or sweater.

When weather conditions permit, a sweater may be used as an outer garment.

Note 5: The need for and type of anti-slip devices for employees in Group 2-PO External are to be determined through local consultation and purchases are to be made from local funds.

Note 6: With respect to Relief Letter Carriers who are requested to perform relief duties on mailmobile routes, they will be issued a windbreaker on an exchange basis.

Note 7: The parties agree that any employee who, for medical reasons, cannot wear any of the above issues that has been supplied to him/her, will be provided, upon receipt of a medical certificate, suitable replacement garments by the Corporation. The Corporation reserves the right to have the employee undergo a specialist's examination of the medical problem.

Note 8:

(a) During the term of the Collective Agreement, the Corporation shall commence the process to change the material with which the trousers, slacks, culottes, and walking shorts of the new Corporate wardrobe to which employees are entitled pursuant to this article are made.

(b) The Corporation shall select a variety of materials to be subject to a field test. The Uniforms Committee shall assist in implementing a field test according to the Corporation's specifications.

(c) Based on the results of the field test and after consultation with the Uniforms Committee, the Corporation will select a material.

(d) Only issues of clothing entitlements subsequent to the selection of a material will be made from the new material.

(e) If the Uniforms Committee determines that the material with which the windbreaker, jacket, or weather jacket of the new Corporate wardrobe is made must be changed, paragraphs (b), (c) and (d) of Note 8 shall apply.

Note 9: The entitlement of employees to baseball hats will be reviewed by the Uniforms Committee with a view to selecting an alternate hat.

34.02 Standards.c.:34.02 Standards;

The parties agree that the regular Uniforms Committee will continue to function and discuss such matters as:

- (a) the quality and style of articles of clothing,
- (b) procurement lead time required for issue of new articles of clothing,
- (c) the arranging of field tests of new articles of clothing to determine

style, quality and specifications;

and

(d) other aspects of articles of clothing that do not directly affect the rate of entitlement as outlined in clause 34.01.

34.03 Using Up Inventory.c.:34.03 Using Up Inventory;

Where an issue of clothing or uniforms is being substituted by another item, old stocks will be used up before new items are issued. An employee will become entitled to the new issue on his/her next entitlement date. Where it has been determined the items of old issue are unsuitable from a health and/or safety viewpoint for a particular area, new items will be issued.

34.04 New Employees' Issue.c.:34.04 New Employees' Issue;

(a) New employees who are entitled to receive uniforms will be supplied with appropriate (seasonal) uniforms as soon as possible after commencement of employment but not later than thirty-five (35) days after commencement of employment. Future issues will be made in accordance with clause 34.07.

Pending receipt of their uniforms, Letter Carriers will be issued arm bands for identification purposes.

(b) When it is evident that the supply deadline cannot be met and sufficient seasonal clothing is not available the Corporation will be responsible for purchasing sufficient equivalent clothing for the new employee to use for the temporary period until his/her proper issue is supplied.

34.05 Boots and Gloves.c.:34.05 Boots and Gloves;

(a) Letter Carriers (including Relief Letter Carriers), Mailmobile Operators, Assistants to the Letter Carrier Supervisors, and Night Routers, Mail Service Couriers (including Mail Service Couriers (Relief) and Mail Service Couriers (Heavy Vehicles)), Mail Handlers and Mail Despatchers shall receive boot and glove allowances in accordance with the following:

Full-time Employees

(i) Boot Allowance

Two hundred and forty dollars (\$240) per year in two (2) equal semi-annual installments, payable October<sup>1</sup> and April<sup>15</sup> of each year. For periods of less than six (6) months the allowance is paid for each month in which the employee is entitled to receive pay for ten (10) or more days.

(ii) Glove Allowance

Twenty dollars (\$20) payable on October<sup>1</sup> of each year.

(b) Part-time Employees

In lieu of the boot and glove allowances, part-time Letter Carriers, Mailmobile Operators, Assistants to the Letter Carrier Supervisors, and Night Routers, Mail Service Couriers (including Mail Service Couriers (Relief) and Mail Handlers shall receive the thirteen (13) cents per hour differential provided in the schedule of hourly rates of pay.

(c) Regular employees who, pursuant to clause<sup>33.30</sup>, are obliged to wear protective footwear and employees in Group<sup>3</sup>-GL&T and Group<sup>5</sup>-GS will have protective footwear made available to them or such employees will receive compensation for such footwear in accordance with the current Corporate policy.

34.06 Temporary Equipment Loan.c.:34.06 Temporary Equipment

Loan;

If used articles of uniforms and protective clothing are available, they may be issued on loan to new employees who are entitled to receive uniforms, until they receive their regular clothing entitlement.

34.07 Regular Dates of Issue.c.:34.07 Regular Dates of Issue;

Summer entitlements of uniforms and protective clothing shall normally be issued not later than the last day of March each year and winter entitlements not later than the last day of August each year. The word normally in this context means that the deadlines will be met except for reasons beyond the control of the Corporation.

34.08 Early Replacement.c.:34.08 Early Replacement;

Replacements will only be issued for garments from the current issue, which have been used a lesser period of time than indicated in the entitlement schedules, provided it is evident to the employee's immediate supervisor that defective material or workmanship, or accelerated wear which occurred through no fault of the employee, has rendered the garment unsatisfactory for the expected duration period. In certain cases, the Corporation may have the garment repaired in lieu of replacement. The replacement garment will be issued on loan, pending the issue of the next regularly scheduled entitlement.

34.09 Corporation's Property.c.:34.09 Corporation's Property;

All items of clothing issued to employees remain the property of the Corporation throughout the designated duration period of the garment. On leaving the service or when no longer entitled to the clothing issue, an employee must return all articles of clothing on which the duration period has not expired, except in the event of death.

34.10 Uniform Standards.c.:34.10 Uniform Standards;

An employee who receives any item of uniform and/or protective clothing on an individual basis shall:

- (a) maintain it in a clean, pressed and repaired condition;
- (b) wear his/her uniform and/or protective clothing only while he/she is on duty or travelling between his/her residence and place of duty or when he/she has received permission to wear his/her uniform in a parade;
- (c) not substitute any articles of clothing in lieu of the articles issued by the Corporation.

34.11 Exchange Items.c.:34.11 Exchange Items;

All items of clothing for which replacement on exchange is specified, do not have a definite duration period. Replacements will be issued when the garment becomes unserviceable through normal duty wear.

Where such items are lost or stolen and the Corporation has not supplied lockers or afforded facilities to protect the employee's clothing while on the Corporation's premises, the Corporation will replace the items at no cost to the employee.

Where an article is lost or stolen and the employee has not properly utilized the facilities (including lockers) provided by the Corporation, or has not given an explanation acceptable to management for the loss (including theft) of the item, he/she will be held responsible and will pay for the articles on a pro rata

of cost basis.

The employee is solely responsible for such items when away from the Corporation's premises.

34.12 Intermittent Outside Duties.c.:34.12 Intermittent Outside Duties;

Where employees are required to work on intermittent outside duties in winter weather, but do not qualify for individual issues in accordance with the entitlement schedule in clause 34.01, they shall be equipped with peajackets or weather jackets which will be maintained in clothing pools. These articles must be returned by the employee to the pool at the end of his/her shift.

34.13 Postal Aprons.c.:34.13 Postal Aprons;

Postal clerks regularly required to perform such duties as sorting and examining empty bags and other duties involving the handling, dumping, etc., of mail bags, will be issued an apron for this purpose. For intermittent work of this nature, a pool of aprons shall be available.

34.14 Duster Coats.c.:34.14 Duster Coats;

Duster coats for employees servicing cancelling machines shall be available from a pool for the use of such employees at all post offices.

34.15 Cleaning.c.:34.15 Cleaning;

All articles of used clothing issued to uniformed employees are to be dry cleaned (locally if possible) prior to issue at the Corporation's expense.

Pooled articles will also be cleaned at the Corporation's expense whenever their condition warrants it.

ARTICLE 35.c.ARTICLE 35;

PAYMENT OF WAGES AND ALLOWANCES.c.:PAYMENT OF WAGES AND ALLOWANCES;

35.01 Rates.c.:35.01 Rates;

Rates of pay as set forth in Appendix "A" attached hereto and forming part of this Agreement are official rates of pay.

An employee shall receive the hourly rate of pay corresponding to his/her classification and level as provided for in Appendix "A".

The hourly rates shown in Appendix "A" are the rates to be used for pay administration and pay calculation.

35.02 Implementation.c.:35.02 Implementation;

The rates of pay in Appendix "A" shall be implemented as indicated therein.

35.03 Retroactivity.c.:35.03 Retroactivity;

(a) The rates of pay in Appendix "A" shall apply from August 1, 1989 to each regular full-time and part-time employee on strength from August 1, 1989 to the date of signing of the Collective Agreement.

(b) They shall also apply to each regular full-time and part-time employee employed in the bargaining unit on August 1, 1989 who was entitled to an immediate annuity or an annual allowance at the age of fifty (50) under the Public Service Superannuation Act or who was laid off or died on or after August 1, 1989 but prior to the date of signing of this Collective Agreement.

(c) The retroactive pay entitlements shall be paid within ninety (90)



working days of the signing of this Collective Agreement and shall be considered as remuneration as defined in the Retroactive Remuneration Regulations for the purpose of the Public Service Superannuation Act.

(d) The amount of retroactivity payable to a regular employee pursuant to paragraphs (a) and (b) above shall be adjusted so as to take into account the amount of three thousand six hundred dollars (\$3,600) and one thousand eight hundred dollars (\$1,800) already disbursed as a lump sum payment.

35.04 Work in Another Classification.c.:35.04 Work in Another Classification;

Where an employee temporarily substitutes in, or performs the duties of a higher paying position, he/she shall receive the rate of pay for that position beginning with the first full shift. When, due to operational requirements, an employee is temporarily assigned to a position paying a lower rate of pay, his/her rate of pay shall not be reduced.

35.05 Rate of Pay - Reclassification.c.:35.05 Rate of Pay - Reclassification;

Where an employee's duties and responsibilities have been reclassified to a level with a lower maximum rate of pay, he/she will continue to be paid in his/her former range of rates for one year at which time the rate he/she is then being paid shall become his/her holding rate. An employee shall continue to be paid at his/her holding rate until such time as the maximum for his/her new level is equal to or greater than his/her holding rate at which time he/she shall be paid the maximum of his/her new level.

35.06 Pay Day and Itemized Statement of Payments.c.:35.06 Day and Itemized Statement of Payments;

Pay

(a) The Corporation agrees to continue the practice of paying wages on a bi-weekly basis every second Thursday, as close as possible to the beginning of the shift. Should a designated paid holiday fall on a day which is designated as a pay day, the pay day shall be on a day preceding the regular pay day.

(i) When the regular pay day of an employee falls on his/her day of rest, he/she shall be paid on the working day preceding the day of rest provided that his/her regular pay cheque is available for distribution.

(b) An employee shall be furnished with an itemized statement of his/her wages and deductions at least once per pay period.

(c) The Corporation agrees that a full-time employee's itemized statement of wages and deductions will detail:

- (i) the number of normal hours paid during the pay period;
- (ii) the gross amount of normal earnings for the pay period;
- (iii) deductions for the pay period.

(d) If applicable, extra duty pay cheques for full-time employees will be issued and will itemize:

- (i) the number of overtime or premium hours for the pay period;
- (ii) the rate multiplier for overtime hours;
- (iii) the shift premium and its rate;
- (iv) the number of meal allowance occurrences;

- (v) deductions for the pay period.
- (e) The Corporation agrees that a part-time employee's itemized statement of wages and deductions will detail:
  - (i) the number of normal, overtime and premium hours paid during the pay period;
  - (ii) the rate multiplier for overtime hours, if applicable;
  - (iii) the shift premium and its rate, if applicable;
  - (iv) the number of meal allowance occurrences, if applicable;
  - (v) deductions for the pay period.

35.07 Recovery of Overpayment.c.:35.07 Recovery of Overpayment;  
 When an employee, through no fault of his/her own, has been overpaid, the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50), and where the employee advises his/her Local Management that the stated recovery action will create a hardship, arrangements will be made by the Corporation with the paying office to limit recovery action to not more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

35.08 Mileage Allowance.c.:35.08 Mileage Allowance;  
 Where an employee is required or permitted to use his/her motor vehicle for the Corporation's business, he/she shall be entitled to an allowance of twenty-six cents (26) per kilometer travelled.

35.09 Issuance of Premium Pay.c.:35.09 Issuance of Premium Pay;  
 Overtime and shift premium pay shall, under normal circumstances, be paid by the fifteenth (15th) day of the month following the month in which the overtime was worked.

35.10 Pay Increase on Promotion.c.:35.10 Pay Increase on Promotion;  
 An employee promoted to a higher level shall receive a rate of pay within the new scale of rates that is higher than the rate he/she was receiving before promotion by at least one full salary increment at his/her new level, provided that the new rate does not exceed the maximum of the new level.

35.11 Cost of Living Allowance (C.O.L.A.).c.:35.11 Cost of Living Allowance (C.O.L.A.);  
 Effective September 1, 1991, the cost of living allowance based on the Consumer Price Index, Canada, all items (1971=100) shall be paid once in every period as defined below to each full and part-time employee in accordance with the following:

- (a) For the period extending from September 1, 1991 to July 31, 1993, the periods referred to above are as follows:

- September 1, 1991 to November 30, 1991
- December 1, 1991 to February 29, 1992
- March 1, 1992 to May 31, 1992
- June 1, 1992 to August 31, 1992
- September 1, 1992 to November 30, 1992
- December 1, 1992 to February 28, 1993

March 1, 1993 to May 31, 1993

June 1, 1993 to July 31, 1993

(b) The Allowance will be paid on a cumulative basis of one cent (1) per hour for each full zero point two six (0.26) of a point increase in the Consumer Price Index.

(c) For the period extending from September 1, 1991 to July 31, 1993, the first payment shall become effective when the C.P.I. reaches an adjusted Index which is six point three percent (6.3%) greater than the index published for August 1991. For the first payment the Index published at the end of a period shall be compared with the adjusted Index and the payment will be effective from the first of the month for which the published Index exceeds the adjusted Index and paid in accordance with (b) above.

(d) For the remaining payment(s) in the period from September 1, 1991 to July 31, 1993 the Index published at the end of a period will be compared with the Index published at the end of the previous period and paid in accordance with (b) above. The final payment will be made for the period up to and including July 31, 1993. The amount of hourly C.O.L.A. generated to July 31, 1993 will, effective August 1, 1993, be rolled into the rate structure and form part of the regular hourly rates shown in Appendix "A", as soon as the C.O.L.A. payment for the final period referred to in clause 35.11(a) has been determined.

(e) Effective August 1, 1993 the cost of living allowance based on the Consumer Price Index, Canada, all items (1971=100) shall be paid once in every period as defined below to each full and part-time employee in accordance with the following:

(i) For the period extending from August 1, 1993 to January 31, 1995 the periods referred to above are as follows:

August 1, 1993 to October 31, 1993

November 1, 1993 to

January 31, 1994

February 1, 1994 to April 30, 1994

May 1, 1994 to July 31, 1994

August 1, 1994 to October 31, 1994

November 1, 1994 to

January 31, 1995

(ii) The Allowance will be paid on a cumulative basis of one cent (1) per hour for each full zero point two six (0.26) of a point increase in the Consumer Price Index.

(iii) For the period extending from August 1, 1993 to January 31, 1995 the first payment shall become effective when the C.P.I. reaches an adjusted Index which is five point eight percent (5.8%) greater than the Index published for July 1993. For the first payment the Index published at the end of a period shall be compared with the adjusted Index and the payment will be effective from the first of the month for which the published Index exceeds the adjusted Index and paid in accordance with (b) above.

(iv) For the remaining payment(s) in the period from August 1, 1993 to January 31, 1995 the Index published at the end of a period will be

compared with the Index published at the end of the previous period and paid in accordance with (b) above. The final payment will be made for the period up to and including January 31, 1995.

(v) Any allowance paid under clause 35.11(e)(ii) shall not be incorporated into the basic wage rates.

(f) All payments shall be made as a lump sum and paid in arrears as set out in sub-clause (b) and (e)(ii) above. Any allowance paid shall not affect any premium rates or superannuation, but shall be included in computing pay for statutory holidays and paid leave.

(g) If there is a decrease in the Index at the end of any period, to an Index point level that is less than the Index point level that gave rise in the previous period to an Allowance, the Allowance shall be adjusted downward by one cent (1) for each full zero point two six (0.26) of a point decrease.

(h) No adjustment, retroactive or otherwise, shall be made as a result of any revision by way of correction which subsequently may be made to the Index by Statistics Canada.

(i) In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the Allowance, such change will be the subject of discussion by the parties prior to amending the above terms of reference.

35.12 Red Circling for Group 3-GL&T and Group 5-GS.c.:35.12  
Circling for Group 3-GL&T and Group 5-GS;

Red

(a) Part 1 of this clause shall apply to the incumbents of positions which will be or have been reclassified since December 31, 1981 to a group and/or level having a lower attainable maximum rate of pay.

NOTE: The term "attainable maximum rate of pay" means the maximum salary rate.

#### PART 1

(i) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

(ii) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent this may be cited as Salary Protection Status and subject to (iv) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

(iii) The Corporation will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of his/her former position.

(iv) In the event that an incumbent declines an offer of transfer to a position as in (iii) above in the same work location, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

(v) An employee transferring under (iii) above will be paid in

the scale of rates of the new position at the rate nearest to but not less than his/her former rate and shall retain his/her former increment date.

(b) Part 2 of this clause shall apply to incumbents of positions who were in holding rates of pay on December 13, 1981.

PART 2

(i) An employee whose position has been downgraded prior to the implementation of this Agreement and is being paid at a holding rate of pay on the effective date of pay increase and continues to be paid at that rate on the date immediately prior to the effective date of a further pay increase, shall receive a lump sum payment equal to 100% of the pay increase for the employee's former group and level calculated on his/her annual rate of pay.

(ii) An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph (i) of Part 2 of this clause, shall receive a lump sum payment equal to the difference between the amount calculated by the application of paragraph (i) of Part 2 of this clause and any increase in pay resulting from his/her removal from the holding rate.

ARTICLE 36.c.ARTICLE 36;

GENERAL.c.:GENERAL;

36.01 Physical Facilities for Employees.c.:36.01 Physical Facilities for Employees;

(a) New postal installations shall provide proper accommodation for employees in which to have their meals. Individual lockers in separate locker rooms for male and female employees or equivalent facilities shall be provided for employees' clothing and other personal effects, and a space shall be provided for employees to keep their personal tools and manuals they require in the performance of their duties.

(b) For existing postal installations, insofar as is feasible within the building and space limitations, proper accommodations shall be provided for all employees in which to have their meals, and individual lockers or other facilities shall be provided for their clothing and other personal effects, and a space shall be provided for employees to keep their personal tools and manuals they require in the performance of their duties.

36.02 Bulletin Boards.c.:36.02 Bulletin Boards;

(a) Bulletin boards shall be provided by the Corporation at convenient locations for the use of the Union. These locations shall be determined through consultation.

(b) The contents of notices or other material posted on bulletin boards shall not require the prior approval of the Corporation.

(c) The contents of notices or other material posted on bulletin boards shall not be libelous or defamatory.

36.03 Plural or Feminine Terms May Apply.c.:36.03 Plural or Feminine Terms May Apply;

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the contract of

the party or parties hereto so requires.

36.04 Copies of the Collective Agreement.c.:36.04 Copies of the  
Collective Agreement;

(a) The Corporation agrees that the Union will be given the opportunity to review the make-up of the Collective Agreement as it pertains to the proposed format, colour, size and style of type and the index prior to printing.

(b) The Corporation shall reproduce this Collective Agreement in both the French and the English languages. Both texts shall be regarded as official.

(c) The Corporation shall provide each employee with a copy of the Collective Agreement within ninety (90) calendar days of the signature of the Collective Agreement.

(d) The Corporation shall have a sufficient number of copies of the Collective Agreement available to the Union and its locals.

36.05 Parking Areas.c.:36.05 Parking Areas;

Insofar as possible, whenever it has a new postal building erected, the Corporation must provide, in the immediate vicinity of the new building, a parking area which is sufficiently large to accommodate the employees' vehicles. Alternatively, the Corporation will endeavor to improve transportation facilities for its employees.

36.06 Amendments to Legislation.c.:36.06 Amendments to  
Legislation;

Notwithstanding the restrictions provided in this Collective Agreement, the parties agree that they may exercise all additional rights resulting from amendments to legislation to which they are subject, from the coming into force of these amendments.

36.07 Employees Covered by the Collective Agreement.c.:36.07  
Employees Covered by the Collective Agreement;

Except where otherwise provided, this Collective Agreement applies as a whole to all full-time and part-time employees.

36.08 Subtitles.c.:36.08 Subtitles;

Titles to respective clauses are not part of this Collective Agreement and are considered to have been inserted for convenience of reference only.

However, it is understood that these titles shall have full force if the intent is to indicate to whom or in what circumstances provisions are applicable.

36.09 Positions Outside the Bargaining Unit.c.:36.09 Positions  
Outside the Bargaining Unit;

The Corporation shall post in all postal installations and during a reasonable period of time, any job opportunity within Canada Post Corporation but not included in the bargaining unit and for which an employee may apply as a candidate.

Copies of such notices shall be transmitted to the local of the Union.

36.10 Definition of Component for Group 2-PO External.c.:36.10  
Definition of Component for Group 2-PO External;

"Component" means the geographical area currently used locally for the filling of vacant positions in Group 2-PO External, or any other geographical area subsequently agreed to by the parties locally.

It is understood that the words "currently used" refer to the situation existing on July 1, 1992.

36.11 Definition of Working Day.c.:36.11 Definition of Working Day;  
Working day: in this Collective Agreement means calendar days excluding Saturdays, Sundays and holidays.

36.12 Walk/Route Information.c.:36.12 Walk/Route Information;  
Upon implementation of a restructure of a letter carrier walk/route(s), the Corporation shall provide information on the mode of transportation, relay stops, delivery sequences, householder count per tie out number and householder breakdown for each letter carrier route/walk.

The present practice of having master route maps available for viewing at individual postal installations will continue.

The absence or inaccuracy of this information will not relieve the Letter Carrier of his/her responsibilities.

ARTICLE 37.c.ARTICLE 37;

CONDITIONS NOT COVERED IN.c.:CONDITIONS NOT COVERED IN;  
COLLECTIVE AGREEMENT

37.01 Conditions Not Covered.c.:37.01 Conditions Not Covered;

(a) The existing working conditions concerning the payment of a premium, the payment of an allowance or the payment of any other financial benefit that are not covered by this Collective Agreement shall remain in effect until such time as they are otherwise renegotiated between the parties.

(b) The parties shall conduct meaningful consultation about any changes planned in other existing working conditions that are not covered by this Agreement.

ARTICLE 38.c.ARTICLE 38;

CHANGES IN JOB TITLES AND/OR.c.:CHANGES IN JOB TITLES AND/OR;  
JOB DESCRIPTIONS

38.01 Definition of Class and Classification for Group 1-PO Internal.c.:38.01  
Definition of Class and Classification for Group 1-PO Internal;

In this Collective Agreement, the words "class" and "classification" are used to mean "job title" - Mail Handler, Part-time Mail Handler, Postal Clerk, Part-time Postal Clerk, Mail Despatcher, or any other job title which may be established during the term of the Collective Agreement, by the agreement of the parties.

38.02 Job Descriptions.c.:38.02 Job Descriptions;

Job descriptions transmitted to the Union shall continue to be the official job descriptions of the employees of the bargaining unit until they are amended, replaced or abolished by agreement between the parties.

ARTICLE 39.c.ARTICLE 39;

WORK IN THE BARGAINING UNIT.c.:WORK IN THE BARGAINING UNIT;

39.01 Work in the Bargaining Unit.c.:39.01 Work in the Bargaining Unit;

(a) Unless otherwise specified in the Collective Agreement, an employee in the bargaining unit will not be required to perform work outside the bargaining unit.

(b) Similarly, an employee of the Corporation outside the bargaining unit will not be required to perform bargaining unit work.

(c) In the event of a violation of this provision, the Corporation agrees to pay to the employee who would have performed such work an amount equal to the time performed by the employee who is outside the bargaining unit at the applicable rate.

(d) For purposes of this article, bargaining unit work includes the work described in the official job descriptions as delivered to the Union by the Corporation under the provisions of this Collective Agreement.

39.02 Contracting Out.c.:39.02 Contracting Out;

(a) A joint committee will be established for the purpose of constructive consultation with the Union prior to having the work usually done by the employees of the bargaining unit given outside.

(b) The Committee will be comprised of three representatives from the Corporation and three representatives of the Union.

(c) Union representatives attending Committee meetings shall not suffer any loss of regular pay for travelling to or from or for attendance at such meetings.

(d) All proposals concerning having the work usually done by the employees of the bargaining unit given outside will be consulted upon in the Committee at least 90 calendar days prior to the proposed implementation date.

(e) The Corporation agrees that the Union representatives will be provided with all relevant information including any cost benefit analysis conducted in connection with the proposed contracting out. Such information will be provided for the sole purpose of the work of the committee.

It is understood that the representatives of the Union will have the opportunity to present submissions in support of retaining the work within the bargaining unit.

(f) When requested by the Corporation, to protect the commercial interests of the Corporation, the representatives of the Union on behalf of the Union will enter into an undertaking to keep confidential and to not disclose all proprietary information of the Corporation and the proposed contractor.

A failure to provide such an undertaking shall relieve the Corporation of its obligation to provide such information under paragraph (e) above.

(g) Employees declared surplus as a direct result of contracting out will benefit from the provisions of Article 53.

(h) The Committee will agree upon a designated arbitrator who for the life of the Collective Agreement will be available to:

(i) rule on the relevancy of information requests under (e) above or on the Corporation's request for a confidentiality undertaking pursuant to (f) above;

(ii) extend the time under (d) above by up to a maximum of 30 calendar days under exceptional circumstances;

(iii) decide forthwith upon any matter concerning this clause except that the arbitrator's decision shall not impact upon the Corporation's right to enter into any contract;



(iv) decide any complaint of the Corporation that the Union has breached an undertaking of confidentiality given under paragraph (f) and grant any remedy or compensation that he/she deems appropriate.

(i) If the parties are unable to agree upon a designated arbitrator the Minister of Labour will be requested to nominate such arbitrator for the life of the Collective Agreement.

39.03 Staffing in Groupy1-PO Internal.c.:39.03 Staffing in Groupy1-PO Internal;

(a) The corporate policy on staffing is that sufficient regular full-time and part-time staff are to be employed to maintain service standards for predictable workloads and absences and it is agreed that this policy will be followed.

(b) The Corporation, in order to minimize as much as possible the hiring of casuals will maintain up-to-date eligibility lists to fill vacant positions as they occur.

Furthermore, the Corporation agrees to revise periodically the number of regular employees, in order that regular staff can meet normal postal service needs to the maximum extent practicable and thereby minimize the use of casuals.

(c) The Corporation at each post office shall provide to the Union a monthly report of the number of casual employees and the number of hours worked by casual employees for each section of each post office.

39.04 Work Force in Groupy1-PO Internal.c.:39.04 Work Force in Groupy1-PO Internal;

(a) The Corporation agrees to have in its work force a sufficient number of regular employees to cover the rate of normal absences due to illness, special leave, vacation leave and leave without pay.

(b) On the basis that relationships vary from post office to post office, the Corporation will inform the local of the Union of the current number of regular personnel utilized for replacement of absences.

39.05 Staffing During the Christmas Period for Groupy1-PO Internal.c.:39.05 Staffing During the Christmas Period for Groupy1-PO Internal;

In the event additional hours are necessary, staff will be recruited in the following manner:

(a) The hours of part-time employees will be extended up to eight (8) hours per day or forty (40) hours per week.

(b) Overtime will be offered to regular full-time employees who are present at work and who will be free to accept or reject the offer.

(c) Casual employees will be hired according to the needs of each section.

39.06 High Mail Volume Situation in Groupy1-PO Internal.c.:39.06 High Mail Volume Situation in Groupy1-PO Internal;

When high mail volumes necessitate the working of extra hours, the Corporation agrees that such work will be offered first to regular part-time employees who are present at work in the postal installation in which the additional hours are required, subject to their willingness to accept additional

hours of work. In instances where the action mentioned above is not sufficient to meet service requirements, overtime will be offered to regular full-time employees who are present at work in the postal installation in which the additional hours are required and who will be free to accept or reject the offer. In instances where the actions mentioned above are not sufficient to meet service requirements, casual employees will be used to complement the regular staff.

39.07 Use of Part-time Employees.c.:39.07 Use of Part-time Employees;

The Corporation agrees that part-time employees are to be used only for the part-time operational requirements and that wherever practicable, such positions shall be combined in order to create full-time positions.

In determining the practicability of combining part-time positions in order to create full-time positions, undue regard may not be given solely to the difference in wages and benefits between full-time and part-time employees.

For greater certainty benefits shall not include pay for time not worked.

ARTICLE 40.c.ARTICLE 40;

TRAINING.c.:TRAINING;

40.01 Definition.c.:40.01 Definition;

For the purpose of this agreement, "training" means any theoretical and/or practical training given by the Corporation with a view to enabling the employees to perform effectively a function, a duty or a set of functions and duties.

40.02 Right to Training.c.:40.02 Right to Training;

Training must be sufficient and adequate. The Corporation must give such training to:

- (a) any newly hired employee;
- (b) any employee who moves from a position to another or who is assigned to duties requiring new knowledge;
- (c) any employee who moves from one class of employment to another.

40.03 Method of Training.c.:40.03 Method of Training;

- (a) The Corporation shall advise the Union of the methods of training used and of any change.
- (b) The Corporation shall inform in writing the person applying for training of the method of training that will be followed in his/her case. This information includes the term, the stages and the methods of evaluating his/her training.
- (c) In cases where an examination is required in Group 1-PO Internal, the Corporation shall assign the employee to work which will be covered by the examination, during a sufficient period, but at least for two (2) hours per day in the week preceding that examination.

40.04 Guarantee.c.:40.04 Guarantee;

The employee who has completed his/her period of probation and who is trained in a new class of employment shall keep that class of employment or the equivalent thereof in the bargaining unit when the unfavourable evaluation of his/her apprenticeship is to be ascribed to insufficient or inadequate training.

Any employee who has completed his/her period of probation and who cannot fully obtain the necessary training by reason of a transfer, a reassignment

or a change in a class of employment shall keep his/her former class of employment or the equivalent thereof in the bargaining unit.

40.05 Period of Training.c.:40.05 Period of Training;

The training provided for in this article shall be given during the hours of work and any time devoted to training during those hours shall be considered as time worked.

40.06 Training Costs.c.:40.06 Training Costs;

The Corporation shall pay the full cost of any formal training program required by the Corporation and any actual and reasonable living out expenses for an employee who is required to live away from his/her home during such training.

40.07 Licensing and Examination Fee.c.:40.07 Licensing and Examination Fee;

In circumstances where a different vehicle licensing requirement is introduced by a Provincial Government, and an employee on the payroll must meet such a requirement, the Corporation will pay the initial licensing and examination fee, provide training if necessary, and grant such time as necessary to pass the test.

40.08 Federal Study Centre for Groups 3-GL&T and 4-EL.c.:40.08

Federal Study Centre for Groups 3-GL&T and 4-EL;

Employees attending training courses located at the Federal Study Centre, 1495 Heron Road, Ottawa, Ontario where accommodation and meals are required and are provided by the Corporation may, at their option, elect to decline to use the facilities provided. In those cases the employee will be provided with a daily per diem equivalent to the costs the Corporation would have otherwise incurred in lieu of all other expenses. This per diem equivalent is sixty-five dollars (\$65). An employee who elects to use alternate facilities shall for all purposes, other than the payment of the per diem, be considered to be utilizing the facilities of the Corporation. Such election must be made prior to the commencement of the course within a time frame specified by the Corporation.

ARTICLE 41.c.ARTICLE 41;

MEASUREMENT AND SURVEILLANCE.c.:MEASUREMENT AND SURVEILLANCE;

41.01 Group Measurement.c.:41.01 Group Measurement;

(a) It is recognized that volume measurement is necessary to obtain an objective evaluation of the level of production of a group, a section or office and there shall be no individual work measurement. an

(b) The limitation contained in clause 41.01(a) applies only to employees in Group 1-PO Internal.

41.02 Surveillance.c.:41.02 Surveillance;

The watch and observation systems cannot be used except for the purpose of protecting the mail and the property of the State against criminal acts such as theft, depredation and damage to property. At no time may such systems be used as a means to evaluate the performance of employees and to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 42.c.ARTICLE 42;

SUPERANNUATION.c.:SUPERANNUATION;

42.01 Information on Superannuation.c.:42.01 Information on Superannuation;

To the employee who enters upon his/her last year of pensionable service under the Public Service Superannuation Plan and to the employee who has good reasons for doing so, the Corporation shall furnish in writing, within thirty (30) calendar days after the written request of the employee, with the following information:

- (a) the total period of pensionable service of that employee;
- (b) any period of service which is not pensionable;
- (c) the average annual salary for the (6) six consecutive year period during which the employee received the highest salary, the identification of said years and the salary received during each year covered by this period;
- (d) the different options of benefits to which the employee may be entitled upon retirement, and, if necessary, a complete explanation of such options.

ARTICLE 43.c.ARTICLE 43;

DURATION OF COLLECTIVE AGREEMENT.c.:DURATION OF COLLECTIVE AGREEMENT;

43.01 Term of the Agreement.c.:43.01 Term of the Agreement;  
Except where otherwise specified, the terms and conditions of the Collective Agreement are effective and binding on the Corporation and the Union from the day on which the Collective Agreement is signed until January 31, 1995.

43.02 Extension of Collective Agreement.c.:43.02 Extension of Collective Agreement;

The present Collective Agreement shall remain in full force and effect until the signing of a new Collective Agreement or until the requirements of section 89 (1) of the Canada Labour Code have been met.

43.03 Appendices.c.:43.03 Appendices;  
All the appendices are integral parts of this Collective Agreement.

43.04 Period of Application.c.:43.04 Period of Application;  
For greater certainty, the words "term of this Agreement", "duration of this Agreement" and "life of this agreement", as found here and there in this Agreement, include the period of time during which this Agreement remains in full force and effect after January 31, 1995.

43.05 Notice to Bargain.c.:43.05 Notice to Bargain;  
Either party to this agreement may within four (4) months immediately preceding the date of expiration of the term of this Collective Agreement, by notice, require the other party to commence collective bargaining. Within twenty (20) working days after notice to bargain has been given the parties shall enter into negotiations.

ARTICLE 44.c.ARTICLE 44;

WORKING CONDITIONS OF TERM AND CASUAL EMPLOYEES.c.:WORKING CONDITIONS OF TERM AND CASUAL EMPLOYEES;

44.01 Working Conditions of Term Employees in Group 2-PO

External.c.:44.01 Working Conditions of Term Employees in Group2-PO External;

Further to clause55.01, term employees are those persons hired for a determinate period of time either on a full or part-time basis.

44.02 Short Term Employees in Group2-PO External Less Than Twenty (20) Working Days.c.:44.02 Short Term Employees in Group2-PO External Less Than Twenty (20) Working Days;

Short term employees are those hired for a period of less than twenty (20) working days. These employees will be covered by the provisions of Article4 (except clause 4.07), Article35 (except clauses 35.03 and 35.11) and Appendix "D". Short term employees can only cover absences when the Corporation has exhausted the provisions of Article17 (17.04(a) and (b)) and has reached "other means" or as specified elsewhere in this Collective Agreement.

44.03 Long Term Employees in Group2-PO External Twenty (20) Working Days or More and Less Than Three (3) Months.c.:44.03 Long Term Employees in Group2-PO External Twenty (20) Working Days or More and Less Than Three (3) Months;

(a) Long term employees are those hired for a period of twenty (20) working days or more and will receive the following benefits and conditions of the Collective Agreement as they apply to Group2-PO External:

Articles 4 (excluding clause4.07), 9, 10 (except clause 10.10), 14, 15, 16, 17, 32, 35 (except clauses 35.03 and 35.11) and 40 and Appendix "D".

(b) Provided he/she is fully qualified and trained to perform all relevant duties, a term employee in Group2-PO External hired for twenty (20) days or more continuous employment will be permitted to exercise his/her seniority during an assignment to transfer to another assignment for which the Corporation would have hired another term employee within the component. In such cases the remainder of the assignment from which he/she has transferred may be performed by an available employee from Group2-PO External or another term employee.

44.04 Term Employees in Group2-PO External Three (3) Months or More.c.:44.04 Term Employees in Group2-PO External Three (3) Months or More;

Term employees, employed for three (3) months or more will be covered by all provisions of the Collective Agreement as they apply to Group2-PO External, with the exception of:

Clause 10.10, Articles 11, 13 (see Note1), 29, clauses 30.03 and 30.04, clause 35.03, 41, 46, 47, 51, 52, 53, 54 and Appendix"G".

Note1: Term employees hired as per 44.04 above will be allowed to bid on vacancies in accordance with the provisions of clause 13.22(g).

44.05 Probation Term Employees - Group2-PO External.c.:44.05 Probation Term Employees - Group2-PO External;

The probation period will commence on the date a term employee is appointed to a regular position unless that employee has completed six (6) months of continuous employment as a term employee, in which case the

probation period shall be waived.

Note 1: A list of term employees updated monthly will be given to the Union Local.

44.06 Notice, or Wages in Lieu of Notice - Term Employees Group 2-PO External.c.:44.06 Notice, or Wages in Lieu of Notice - Term Employees Group 2-PO External;

(a) The Corporation shall, prior to the termination of a term employee who has completed three (3) consecutive months of continuous employment either:

(i) provide the term employee with at least two (2) weeks notice in writing of the Corporation's intent to terminate the employee;

or

(ii) provide the term employee with two (2) weeks pay or the applicable portion thereof, at his/her regular rate of pay in lieu of such notice.

(b) Recall Rights - Term Employees Group 2-PO External

(i) A break in continuous service shall occur when a term employee is more than twenty (20) working days without employment between two (2) terms of employment within the Corporation.

(ii) A term employee with three (3) months or more of continuous employment whose term has expired for whatever reason shall be subject to recall if another temporary assignment of twenty (20) working days or more occurs within a ninety (90) working day period from his/her last day of work. Recall will be by seniority.

(iii) A term employee who is recalled under 44.06(b)(ii) above, shall have all accumulated unused sick leave credits reinstated upon his/her return to work.

(iv) A term employee shall lose all recall rights if he/she refuses recall once, is unavailable, or cannot be contacted.

44.07 Seniority Rights.c.:44.07 Seniority Rights;

A term employee in Group 2-PO External with three (3) months or more of continuous employment shall be permitted to exercise his/her seniority on the completion of his/her assignment, to bump other term employees in Group 2-PO External with less seniority within the component.

44.08 Seniority List.c.:44.08 Seniority List;

There shall only be one (1) seniority list for term employees in Group 2-PO External. A term employee who exercises his/her seniority in clause 44.07 above for a Mail Service Courier position must possess a valid provincial drivers licence.

44.09 Superannuation Acts and Other Benefits.c.:44.09 Superannuation Acts and Other Benefits;

(a) A term employee in Group 2-PO External who is hired to cover a full-time assignment in excess of six (6) months or more is subject to superannuation, death benefit and disability insurance deductions.

(b) A term employee in Group 2-PO External who is initially hired for a full-time assignment of six (6) months or less, and is subsequently reappointed for a further full-time assignment of six (6) months or less shall be eligible for superannuation, death benefit, and disability insurance coverage from the date

on which six (6) months of continuous employment is reached.

(c) A term employee in Group 2-PO External who is initially hired for a term of six (6) months or less, and is subsequently reappointed to a full-time assignment in excess of six (6) months shall have superannuation deductions commence from the effective date of the appointment to the full-time assignment in excess of six (6) months.

(d) A term employee in Group 2-PO External who is hired to cover a part-time assignment of less than three (3) months shall be paid the minimum wage rate of the full-time function.

(e) When the term employee exceeds the three (3) month period on the part-time assignment, his/her wage rate will be amended to the minimum wage of the part-time function.

44.10 Vacation Pay.c.:44.10 Vacation Pay;

A term employee in Group 2-PO External hired as per 44.04 shall earn vacation pay in accordance with clause 19.10(b) of the Collective Agreement.

44.11 Termination of Employment.c.:44.11 Termination of Employment;

Term employees in Group 2-PO External are hired for a determinate period of time, and their employment period will at least cover that specified period of time unless one of the following situations occur, in which case, their employment will be terminated:

(a) dismissal for just cause;

(b) the incumbent of the position returns to occupy his/her position prior to the expected date of return;

(c) employees are rendered surplus to requirement in the component, as a result of a permanent employee becoming available.

44.12 Working Conditions of the Casual Employee in Group 1-PO Internal.c.:44.12 Working Conditions of the Casual Employee in Group 1-PO Internal;

(a) The provision of this Collective Agreement shall apply to the casual employee except the following articles and clauses:

Clauses 4.07, 6.03, Articles 10-13 (with the exception of clause 11.01), clauses 14.01, 14.02, 14.03, 14.04, 14.09, 14.12, 14.18, 14.20, 14.23, 14.27, 14.29, 14.30, Articles 15 and 17, clauses 18.02, 18.05, 18.06, 18.07, 18.08, 18.12, 18.14, Articles 19-24, clauses 25.01 and 25.02, Articles 26-31, Article 34, clauses 35.03, 35.07 and 35.11, Articles 40, 42, 45, 53 and 54.

(b) The rate of pay for casual employees shall be the "minimum" hourly wage rate set out in Appendix "A" for the work being performed, plus, when applicable, an amount equal to the COLA paid to regular employees in the previous quarter.

(c) Casual employees are also entitled to the applicable statutory benefits.

(d) Notwithstanding paragraph (a) above, the provisions of clause 10.01 shall apply in cases of disciplinary suspension or discharge imposed on a casual employee who has worked at least one hundred and sixty (160) hours in that

capacity.

44.13 Use of Term Employees in Group 3-GL&T and Group 5-GS

(a) After the application of clause 13.04(d), as the case may be, the Corporation may fill a temporary vacancy by a term employee hired for a specified period of less than six (6) months duration.

(b) If the duration of the temporary vacancy is to exceed 12 months, the Corporation shall consult the Union on the reasons for the extension beyond this period.

44.14 Working Conditions of Term Employees in Group 3-GL&T and Group 5-GS

Term employees will be covered by all provisions of this collective agreement as they apply to Group 3-GL&T and Group 5-GS except the following articles and clauses: 4.07, 10.10, Article 13, 19.13, Article 25, 27.01, 27.08, Article 29, 33.18, Article 34, 35.03, 35.11, Articles 53 and 54, Appendix "H" and Appendix "M".

ARTICLE 45.c.ARTICLE 45;

TRANSFER - PROMOTION - DEMOTION - RECLASSIFICATION.c.:TRANSFER - PROMOTION - DEMOTION - RECLASSIFICATION;

45.01 Definitions.c.:45.01 Definitions;

For the purpose of this Agreement:

(a) "transfer" means the transition of an employee from a position to another position within the same class;

(b) "promotion" means the transition of an employee from a class to another class involving better or equivalent working conditions for the employee;

(c) "demotion" means the transition of an employee from a class to another class involving less favourable working conditions for the employee;

(d) "reclassification" means the transition of a position from a class to another class.

45.02 Transfer, Promotion, Demotion.c.:45.02 Transfer, Promotion, Demotion;

Transfer, promotion and demotion of an employee can only be made in the circumstances and under the conditions provided for in this Agreement.

It is understood that an employee shall not be transferred nor demoted for disciplinary reasons.

45.03 Reclassification.c.:45.03 Reclassification;

(a) (i) Where the Corporation intends to reclassify a position, it shall notify the Union in writing.

(ii) Upon receipt of this notice, the parties shall commence negotiations without delay in order to reach an agreement.

(iii) If the parties are unable to reach an agreement, the Corporation may implement the changes that it proposes and either party may refer the dispute to an arbitrator chosen by the parties or appointed by the Minister of Labour if the parties cannot agree.

(iv) The arbitrator seized of the dispute will decide if it is proper to reclassify the position and, as the case may be, the working conditions and rates of pay he/she considers appropriate.



The decision of the arbitrator shall be consistent with the provisions of this Agreement.

Clause 9.36 shall apply mutatis mutandis for the payment of expenses and fees of the arbitrator.

(v) Any agreement entered into by the parties and any decision rendered by the arbitrator shall form an integral part of this Agreement.

(b) (i) For all groups except Group 2-PO External, where the incumbent of the position to be reclassified is a member of a complement as defined in clause 13.03, the reclassified position is first offered on the basis of seniority to the employees of this complement.

For Group 2-PO External, where the incumbent of the position to be reclassified is a member of a unit as defined in clause 46.07 or 47.07, as applicable, the reclassified position is first offered on the basis of seniority to the employees of this unit.

(ii) In the other cases not provided for in paragraph (i) hereinabove, the position that is reclassified is first offered to its incumbent.

(iii) Where a reclassified position has not been filled pursuant to paragraphs (i) and (ii) hereinabove, it shall become vacant and Article 13 shall apply.

(iv) It is understood that clauses 11.03, 11.04, 11.05, 11.06 or 11.07 as applicable shall fully apply where an employee enters into a new class by accepting the reclassified position.

ARTICLE 46.c. ARTICLE 46;

REORGANIZATION OF MAIL SERVICE.c.:REORGANIZATION OF MAIL SERVICE;

COURIER AND MAIL SERVICE COURIER

(HEAVY VEHICLE) ASSIGNMENTS

In this article, assignments shall mean the assignments of Mail Service Couriers to routes or other duties in the Mail Service Courier function. The term "route" is used solely for the purpose of this article and may include, severally or collectively duties dealing with:

(a) the organization of mail for delivery according to established methods,

(b) delivery of mail to relay boxes,

(c) delivery of mail to addresses,

(d) the collection and transportation of mail from street letter receptacles and between postal installations or between postal installations and airports, shipping ports, or railway terminals in accordance with a predetermined pattern of travel,

and

(e) other related duties as provided in the job description for Mail Service Couriers.

46.01 Major or Minor Reorganization.c.:46.01

Major or Minor

Reorganization;

(a) The alternative methods outlined in clause 46.03 may be used in assigning Mail Service Couriers to routes in the event of a minor reorganization of routes in a Mail Service Courier unit.

(b) Authorized Corporate representatives shall meet with local representatives of the Union to determine whether a reorganization falls under clauses 46.02 or 46.03.

(c) The local representatives of the Union shall inform the authorized Corporate representatives which optional method under clause 46.03 their local has officially decided to apply.

(d) In order to give proper application to this article, Mail Service Couriers on the staff of the unit who held routes prior to the reorganization are deemed to be those employees on staff in the unit who held routes on,

(i) the first (1st) day of the workload assessment exercise  
or

(ii) when no workload assessment exercise is conducted,  
on the first (1st) day of the restructuring exercise.

(e) As a result of a restructuring exercise, the Corporation shall provide the National Director of the Union with a twelve (12) month implementation schedule for each division. If there are any changes to the schedule, the National Director of the Union must be notified of the changes and the reasons before the changes are made.

(f) The Union may have one (1) qualified observer observe when the Corporation carries out a major restructuring exercise in accordance with the twelve (12) month implementation schedule provided to the National Director of the Union in accordance with 46.01(e). The Union may have an additional observer for the first and last day of the parcel route sampling exercise, when conducted.

(i) The qualified observer mentioned hereinabove, unless he/she is a full-time Union Officer, shall be paid by the Corporation. The additional observer on the first and last day of the parcel route sampling exercise, when conducted, shall be paid by the Union.

(ii) The Union observer referred to in clause 46.01(f) may have access to all of the necessary forms used by the Route Measurement Officer in the structuring of that office during the restructuring process. The forms will be made available for photocopying in the postal facility where the restructuring is taking place if that facility has photocopy equipment. The photocopying shall be performed by the Union observer within the time allotted to him/her to observe the restructuring process.

(iii) The Union observer shall not in any way impede the parcel route sampling or the restructuring process.

(iv) The Union observer must immediately inform the Corporation of any irregularities or findings related to the parcel route sampling, when conducted, or the restructuring process.

(g) Upon completion of any restructuring, local Management will supply the local Union representative with a copy of the new proposed routes, proposed implementation dates, and the following forms, if used.

(i) Form 101 - MSC Shuttle Route Verification - Scheduled  
Detail of Duty.

(ii) Form 102 - MSC Shuttle Route Verification - Detail of

Actual Time on Duty.

(iii) Form 103 - Inventory and Line of Route.

(iv) Form 104 - Parcel Route Sampling.

(v) Form 105 - Parcel Route Sampling.

(vi) Form 106 - Daily Workload.

(vii) The Union local will have fifteen (15) working days to verify the information and inform management of any perceived irregularities.

(viii) The Corporation will consult with the Union local on any concerns raised by the Union. Following this consultation, an implementation date will be provided to the Union.

(ix) The new routes proposed pursuant to the restructuring process may be implemented in accordance with the implementation date provided to the Union in accordance with clause 46.01(g)(viii).

(x) If there remains, following consultations held in accordance with paragraph (viii) hereinabove, disagreements concerning the physical characteristics as described in the assessed values for each segment of the individual route(s), which have been brought to the attention of the Corporation, the Union may present a grievance in accordance with the procedure provided for hereafter.

(xi) The grievance must be presented to the local authorized representative of the Corporation no later than ten (10) working days after the consultation.

(xii) There shall be no grievance hearing and the Corporation shall reply to the grievance no later than five (5) working days after the date the grievance was presented.

(xiii) A grievance presented pursuant to clause 46.01(g)(x) or 47.01(g)(viii) may only be referred to arbitration pursuant to paragraph (xiv) below. The Union shall refer a grievance to arbitration no later than fifteen (15) working days from the date of the Corporation's reply. If the Corporation does not reply to the grievance within five (5) working days, the grievance may be referred to arbitration at the expiry of the five (5) day period.

(xiv) Grievances presented pursuant to clause 46.01(g)(x) or 47.01(g)(viii) shall be heard by a sole arbitrator from the appropriate list described in clause 46.01(g)(xx). These grievances will be assigned to those arbitrators in accordance with the principle of first in first out in chronological order based on the date the grievance was referred to arbitration.

(xv) The arbitrator so appointed will hear the parties at the local level and as soon as possible. On reception of the notice of referral to arbitration provided for in paragraph (g)(xiv) here above, the Corporation will undertake to make the necessary arrangements to provide a room for the arbitration hearing. The Corporation informs the arbitrator and the Union.

(xvi) Whenever possible the arbitrator shall deliver his/her decision orally at the conclusion of the hearing in giving a brief resume of his/her reasons and confirm his/her conclusions in writing thereafter.

(xvii) During the hearing of the grievances, each party shall only call one witness unless otherwise allowed by the arbitrator.

(xviii) Such a decision shall not be used to alter, modify or amend any part of the Collective Agreement and is made without precedent or prejudice to similar or like cases.

(xix) The arbitrator's decision will be final and delays in implementing changes, if any, will be reduced as much as possible.

(xx) Within thirty (30) working days of the signing of the Collective Agreement, the parties will designate exclusively for each geographical area, defined in clause 9.26(2)(a), two arbitrators responsible to hear the grievances provided for in the clause herewith and in clause 47.01.

(xxi) If the parties are unable to agree on the appointments, the appointments will be made by the Minister of Labour.

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

(xxiii) It is understood that the arbitrator acting pursuant to the present article is vested with all the powers of a grievance arbitrator as provided for in the present Collective Agreement. The following provisions of clause 9.26 apply to the arbitration process provided for in paragraphs 5L, 5M, 5O, 5P, 5Q, 5S and 5U.

(xxiv) For greater certainty, it is understood that the grievance procedure provided for in the preceding paragraphs replaces the procedure set forth in Article 9, except for the provisions identified in 46.01(g)(xxiii) above.

46.02 Major Reorganization.c.:46.02 Major Reorganization;

After any major reorganization which affects the majority of the routes in a particular Mail Service Courier unit:

(a) All routes including any additional routes will be opened for bidding by the Mail Service Couriers on the staff of the unit who held routes prior to the reorganization.

(b) After this bidding has taken place all remaining vacant routes will then be opened for bidding on a post office-wide basis, with preference to be given to bids from those units that were part of the original post office where amalgamation has or does take place.

46.03 Minor Reorganization.c.:46.03 Minor Reorganization;

After any minor reorganization which affects less than the majority of the routes in a particular Mail Service Courier unit:

(a) The routes affected are dealt with on an individual basis as follows:

(i) If the majority of the duties of a route are retained, the present holder may retain the route, if he/she does not wish to do so, the route will be opened for bidding by Mail Service Couriers on the staff of the unit who held routes prior to the reorganization.

(ii) If less than the majority of the duties of a route are retained, the route will be opened for bidding by Mail Service Couriers on the staff of the unit who held routes prior to the reorganization.

(iii) If the reorganization results in the creation of additional routes, these new routes are to be opened for bidding by Mail Service Couriers on the staff of the unit who held routes prior to the reorganization.

(iv) After this bidding has taken place, all remaining vacant routes will then be opened for bidding on a post office-wide basis, with preference given to bids from those units that were part of the original post office where amalgamation has or does take place.

(b) (i) The Mail Service Couriers assigned to routes which were reorganized will bid on these routes, including any additional routes. Vacant routes, if any, will then be opened for bidding by the Mail Service Couriers on the staff of the unit who held routes prior to the reorganization.

(ii) After this bidding has taken place, all remaining vacant routes will then be opened for bidding on a post office-wide basis, with preference to be given to bids from those units that were part of the original post office where amalgamation has or does take place.

46.04 Reduction of Routes.c.:46.04 Reduction of Routes;

(a) Notwithstanding clauses 46.02 and 46.03, where a reorganization results in a reduction of routes, all routes will be opened for bidding in that unit.

(b) If the application of 46.04(a), where this results in no other vacancy in the Mail Service Courier section of the post office, the affected employee(s) will displace the most junior employee(s) holding the position(s) in the Mail Service Courier section. The displaced employee(s) will come under the provisions of Articles 11 and 53 of the Collective Agreement. The date of permanent employment in Group 2-PO External will be used to determine the junior employee within the component.

46.05 Transferring of Routes from One Unit to Another.c.:46.05

Transferring of Routes from One Unit to Another;

In the event that routes are transferred from one unit to another within a post office or to another post office, the following will apply:

(a) Prior to the transfer, the employees in the unit which will lose routes will be notified as to which routes are to be moved.

(b) All the routes, including those that are to be moved, will be opened for bidding prior to any transfer of routes.

46.06 Bidding on Routes.c.:46.06 Bidding on Routes;

Where a reorganization under this article results in the loss of positions other than Mail Service Couriers routes, prior to the routes being opened for bid on a post office-wide basis, those who held positions other than Mail Service Courier routes will be given the opportunity to bid within the unit.

46.07 Definition of Unit.c.:46.07 Definition of Unit;

For the purpose of reorganization of routes under this article, "unit" is defined as a number of employees in the Mail Service Courier function grouped together in a post office. Usually, units, or in the case of small post offices a unit, are established by severing or combining duties as outlined in this article in order to meet operational requirements and shall be so established following meaningful consultation between the Corporation and the local of the Union.

46.08 Reorganization of Mail Service Courier (Heavy Vehicle).c.:46.08

Reorganization of Mail Service Courier (Heavy Vehicle);

Where reorganization of Mail Service Couriers (Heavy Vehicle) assignments takes place the principles of this article will apply.

46.09 Result of Reorganization of Part-time Mail Service Courier.c.:46.09  
Result of Reorganization of Part-time Mail Service Courier;

When a major or minor reorganization is occurring in a location, part-time Mail Service Courier assignments are subject to all clauses in Article 46 and shall be treated in the same manner as full-time Mail Service Courier assignments.

ARTICLE 47.c.ARTICLE 47;

REORGANIZATION OF LETTER CARRIER.c.:REORGANIZATION OF LETTER CARRIER;

WALKS/ROUTES

47.01 Major or Minor Reorganization - Time Frames for Implementation and Verification of Volume Counts.c.:47.01 Major or Minor Reorganization - Time Frames for Implementation and Verification of Volume Counts;

(a) The alternative methods outlined under clause 47.03 may be used in assigning Letter Carriers to walks/routes in the event of a minor reorganization of walks/routes in a Letter Carrier unit.

(b) Authorized Corporate representatives shall meet with local representatives of the Union to determine whether a reorganization falls under clauses 47.02 or 47.03.

(c) The local representatives of the Union shall inform the authorized Corporate representatives which optional method under clause 47.03 their local has officially decided to apply.

(d) In order to give proper application to this article, Letter Carriers on the staff of the unit who held walks/routes prior to the reorganization are deemed to be those employees on staff in the unit who held walks/routes on

(i) the first (1st) day of the volume count,

or

(ii) when no volume count is taken out the first (1st) day of the restructuring exercise.

(iii) Where the assessment of letter carrier routes involves a new volume count, every effort shall be made to utilize the information within four (4) months from the date the volume count was conducted. If the information is not utilized within six (6) months (excluding the month of December in any year), provided there is no unforeseen disruption in the implementation schedule, it will become obsolete and a new volume count will be conducted.

(e) As a result of a restructuring exercise, the Corporation shall provide the National Director of the Union with a twelve (12) month implementation schedule and subsequent proposed changes. However, in any subsequent change to the schedule, the National Director of the Union will be notified of the changes and the reasons prior to the changes to the schedule being made.

(f) The Union may have one (1) qualified observer observe when the Corporation carries out a major restructuring exercise in accordance with the twelve (12) month implementation schedule provided to the National Director of the Union in accordance with clause 47.01(e). The Union may have an additional observer for the first and last day of the volume count exercise, when conducted.

(i) The qualified observer mentioned hereinabove, unless

he/she is a full-time Union Officer, shall be paid by the Corporation. The additional observer on the first and last day of the volume count exercise shall be paid by the Union.

(ii) The Union observer referred to in clause 47.01(f) may have access to all of the necessary forms used by the Route Measurement Officer in the structuring of that office during the restructuring process. The forms will be made available for photocopying in the postal facility where the restructuring is taking place if that facility has photocopy equipment. The photocopying shall be performed by the Union observer within the time allotted to him/her to observe the restructuring process.

(iii) The Union observer shall not in any way impede the volume count or the restructuring process.

(iv) The Union observer must immediately inform the Corporation of any irregularities or findings related to the volume count, when conducted, or the restructuring process.

(g) Upon completion of any restructuring, local Management will supply the local Union representative with a copy of the new proposed routes, proposed implementation dates, and the following forms, if used:

(i) Form 073 - The City Mail Volume Index.

(ii) Form 074 - The Summary of Original Individual Route Assessment.

(iii) Form 075 - The Summary of Adjusted Individual Route Assessment.

(iv) Form 083 - The Calculation of Coverage of Points of Delivery.

(v) The Union local will have fifteen (15) working days to verify the information and inform Management of any perceived irregularities.

(vi) The Corporation will consult with the Union local on any concerns raised by the Union. Following this consultation, an implementation date will be provided to the Union.

(vii) The new walks/routes proposed pursuant to the restructuring process may be implemented in accordance with the implementation date provided to the Union, in accordance with clause 47.01(g)(vi).

(viii) If there is a disagreement between the parties concerning the physical characteristics of the individual walk(s)/route(s) as described in the assessed value for each segment of the individual walk(s)/route(s) and/or new volume count data, which have been brought to the attention of the Corporation during the exercise but has not been resolved, a grievance will be presented in accordance with paragraphs 46.01(g)(xi) to (xxiv).

47.02 Major Reorganization.c.:47.02 Major Reorganization;

After any major reorganization which affects fifty per cent (50%) or more of the walks/routes in a particular letter carrier unit:

(a) All walks/routes including any additional walks/routes will be opened for bidding by the Letter Carriers on the staff of the unit who held walks/routes prior to the reorganization.

(b) After this bidding has taken place, all remaining vacant walks/routes will then be opened for bidding on a post office-wide basis, with preference to be given to bids from those units that were part of the original post office where amalgamation has or does take place.

47.03 Minor Reorganization.c.:47.03 Minor Reorganization;  
After any minor reorganization which affects less than fifty per cent (50%) of the walks/routes in a particular letter carrier unit;

(a) the walks/routes affected are dealt with on an individual basis as follows:

(i) If fifty per cent (50%) or more of the calls are retained on a walk/route, the present holder may retain the walk/route. If he/she does not wish to do so, the walk/route will be opened for bidding by Letter Carriers on the staff of the unit who held walks/routes prior to the reorganization.

(ii) If less than fifty per cent (50%) of the calls are retained on the walk/route, the walk/route will be opened for bidding by Letter Carriers on the staff of the unit who held walks/routes prior to the reorganization.

(iii) If the reorganization results in the creation of additional Letter Carrier walks/routes, these new walks/routes are to be opened for bidding by Letter Carriers on the staff of the unit who held walks/routes prior to the reorganization.

(iv) After this bidding has taken place, all remaining vacant walks/routes will then be opened for bidding on a post office-wide basis, with preference given to bids from those units that were part of the original post office where amalgamation has or does take place,

or

(b) (i) The Letter Carriers assigned to walks/routes which were reorganized will bid on these walks/routes, including any additional walks/routes. Vacant walks/routes, if any, will then be opened for bidding by the Letter Carriers on the staff of the unit who held walks/routes prior to the reorganization.

(ii) After this bidding has taken place, all remaining vacant walks/routes will then be opened for bidding on a post office-wide basis, with preference to be given to bids from those units that were part of the original post office where amalgamation has or does take place.

47.04 Reduction of Routes.c.:47.04 Reduction of Routes;

(a) Notwithstanding clauses 47.02 and 47.03, where a reorganization results in a reduction of walks/routes, all walks/routes will be opened for bidding in that unit.

(b) In the application of 47.04(a), where this results in no other vacancy in the letter carrier section of the post office, the affected employee(s) will displace the most junior employees holding the position(s) in the letter carrier section. The displaced employees will come under the provisions of Articles 11 and 53 of the Collective Agreement. The date of permanent employment in Group 2-PO External will be used to determine the junior employee within the component.

47.05 Transferring of Routes from One Unit to Another.c.:47.05

Transferring of Routes from One Unit to Another;

In the event that walks/routes are transferred from one unit to another



within a post office or to another post office, the following will apply:

(a) Prior to the transfer, the employees in the unit which will lose walks/routes will be notified as to which walks/routes are to be moved.

(b) All the walks/routes including those that are to be moved will be opened for bidding prior to any transfer of walks/routes.

47.06 Bidding on Routes.c.:47.06 Bidding on Routes;

Where a reorganization under this article results in the loss of positions other than Letter Carrier walks/routes, prior to the walks/routes being opened for bid on a post office-wide basis, those who held positions other than letter carrier walks/routes will be given the opportunity to bid within the unit.

47.07 Definition of Unit.c.:47.07 Definition of Unit;

For the purposes of reorganization of walks/routes under this article, "unit" is defined as a number of employees in the letter carrier function grouped together in a postal installation. Usually there is one unit to a postal installation providing letter carrier delivery. However, in the case of larger postal installations there may be more than one unit.

47.08 Result of Reorganization of Part-time Walks/Routes.c.:47.08

Result of Reorganization of Part-time Walks/Routes;

When a major or minor reorganization is occurring in a location, part-time walks/routes are subject to all clauses in Article 47, and shall be treated in the same manner as full-time walks/routes.

47.09 City Mail Volume Index.c.:47.09 City Mail Volume Index;

A city mail volume index shall be provided to the Union local upon request, a maximum of one every three (3) months.

47.10 Summary of Adjusted Individual Route Assessment.c.:47.10

Summary of Adjusted Individual Route Assessment;

A copy of the "Summary of Adjusted Individual Route Assessment" for each Letter Carrier postal installation shall be provided to the National Director of the Union on a quarterly basis and on completion of a major or minor restructuring.

ARTICLE 48.c.ARTICLE 48;

WORK PATTERNS - LETTER CARRIERS.c.:WORK PATTERNS - LETTER CARRIERS;

The parties agree that the following will form Work Patterns for Letter Carriers:

48.01 Starting Time.c.:48.01 Starting Time;

(a) Starting times for all full and part-time walks/routes operating from various postal installations may vary, but the starting time must be the same for all walks/routes of the same type operating from the same postal installation.

(b) When determining hours of duty performed by Letter Carriers and eligibility for overtime payment, official starting times are used unless recorded arrival times are later than the official starting times.

(c) Starting times are based on:

(i) normal volume of mail and the time required to prepare it for delivery, permitting the Letter Carrier to depart at a time acceptable to service requirements; and

(ii) availability of transportation for the employee to travel to his/her place of work; and

(iii) availability of transportation at his/her normal departure time.

(d) The following types of walks/routes are suggested for use when determining official starting time based on preparatory requirements:

(i) Residential Single Dwelling (Res. S.D.)

(ii) Residential High-Rise area (Res. H.R.)

(iii) Residential Combination (Res. Comb.)

(iv) Residential Business (Res. Bus.)

(v) Business: Shopping complexes/office towers

48.02 Normal Departure Times.c.:48.02 Normal Departure Times;

(a) (i) There must be a normal time in the morning for all Letter Carriers which will be established by averaging over a one (1) month normal volume period, the departure times of all Letter Carriers operating from the same postal installation.

(ii) Where there is an individual walk or walks that cannot, on a consistent basis, meet the regular departure time, consultation will be held at the local level to establish a normal departure time which will permit the full processing of mail.

(iii) Notwithstanding (a)(i) and (ii) above, Letter Carriers who have completed all of their duties will be permitted and/or may be requested to leave in advance of their normal departure time.

(b) Letter Carriers should leave the office in the morning at a regular hour. However, they may be requested by the supervisor to sort mail beyond their normal departure time in accordance with clauses 48.05 and 48.06.

48.03 Distribution of Work on Letter Carrier Walks/Routes.c.:48.03

Distribution of Work on Letter Carrier Walks/Routes;

(a) Letter carrier walks/routes are to be set up with a.m. and p.m. portions using the Letter Carrier Route Measurement assessment information.

(b) Letter carrier walks/routes must be so arranged that time off for meals shall be as close as possible to mid-shift and shall be for a minimum of one-half (½) hour. Therefore, a Letter Carrier will not be allowed to commence duty on the p.m. portion of his/her shift before thirty (30) minutes after his/her evaluated finishing time on the a.m. portion.

(c) The a.m. portion of a letter carrier walk/route should therefore not exceed five (5) hours of evaluated time. It follows therefore that the p.m. portion should be no less than three (3) hours of evaluated time.

(d) If a Letter Carrier experiences difficulty in completing the morning portion of his/her walk/route within five (5) hours and this is caused by the structuring of the route, the a.m. finishing point on his/her walk/route should be advanced.

(e) When transportation of Letter Carriers for more than one route is provided by the same special means and a Letter Carrier is unable to complete delivery of his/her a.m. portion before the regular transportation pick-up time, he/she is to stop his/her delivery and proceed to the predetermined pick-up point

at the scheduled time. This will enable the Letter Carrier to have his/her lunch break at the regular scheduled time. Delivery of the a.m. portion will be completed before commencing delivery of the p.m. portion.

48.04 Processing of Mail.c.:48.04 Processing of Mail;

(a) Letter Carriers serving residential walks/routes will normally prepare the mail for delivery for the entire walk/route in the morning. The letter mail for the afternoon delivery portion will be left in the office to be picked up by the Letter Carrier after lunch.

(b) Mail required to be processed at noon and intended for the p.m. portion of the walk/route is to be delivered on that day.

(c) Householder mailings received by the Letter Carrier prior to the start of his/her p.m. portion are to be processed at noon.

(d) Cull mail, extra magazines, forms 29B, 67B, etc. that cannot be processed in the a.m. are to be processed at noon, as required, before leaving the office for the afternoon delivery.

(e) The nature and frequency of mail despatches or clearance to Letter Carrier units are to be determined by local Management.

48.05 Normal Volumes.c.:48.05 Normal Volumes;

(a) When the volume on individual walks is such that it cannot be sorted by the normal departure time, the supervisor may request the employee to sort all priority mail scheduled for delivery for that day.

(b) Non priority mail not sorted prior to the departure time will be sorted at noon, as required.

48.06 Abnormal Volumes.c.:48.06 Abnormal Volumes;

(a) "Abnormal volumes" are the additional volumes made available for delivery through the processing of backlogged mail by overtime and/or casuals.

(b) When a backlog of mail occurs in mail processing, local Management will determine beforehand the need to schedule overtime and/or casuals to process the backlog.

(c) When a backlog of mail results in abnormal volumes for the Letter Carriers, local Management may request Letter Carriers concerned to report earlier on the next day on an overtime basis.

(d) When "abnormal volumes" are processed and a Letter Carrier has not been asked to report earlier or he/she has not been called in sufficiently far in advance of his/her normal starting time, he/she may be held back beyond the normal departure time to sort all the priority mail that is scheduled for delivery for that day.

48.07 A.M. Finishing Time.c.:48.07 A.M. Finishing Time;

(a) Letter Carriers are to return to their emanating installation at noon immediately following the completion of their a.m. delivery duties for the purpose of washing up and recording their a.m. finishing time.

(b) Letter Carriers are to record their time of arrival at the postal installation but will not proceed to their work stations and commence duty until their official starting time in the p.m.

48.08 Priority Mail.c.:48.08 Priority Mail;

The supervisor will notify employees at the start of the shift, or as soon

as possible thereafter, what mail is classified as the priority mail for that day's delivery.

The decision as to what mail is priority mail must be conveyed at the start of the shift unless the late arrival of mail makes it impossible, in which circumstances, the decision will be conveyed as soon as possible.

ARTICLE 49.c.ARTICLE 49;

WORK PATTERNS - MAIL SERVICE COURIERS.c.:WORK PATTERNS - MAIL SERVICE COURIERS;

The parties agree that the following will form Work Patterns for Mail Service Couriers:

49.01 Starting Time.c.:49.01 Starting Time;

(a) All Mail Service Courier assignments are to have official starting times and are based on the content of their assignments.

(b) Starting times for Mail Service Couriers may vary in order to meet various types of services. Mail Service Couriers performing the same assignment will normally have the same starting time. However, where this is not practicable, starting times may vary after local consultation. The starting time must be set far enough in advance for the Courier to:

(i) complete a prescribed "Vehicle Operator's Safety Inspection";

(ii) Allow sufficient time to travel from the Courier's place of reporting to the postal installation, or work assignment area where the assignment is operating from.

In establishing starting times, consideration should also be given to the availability of transportation for the employee to travel to his/her place of work.

(c) When determining hours of duty performed by Mail Service Couriers and eligibility for overtime payment, official starting times are used unless recorded arrival times are later than their official starting times.

(d) Clause 49.02(b) should be kept in mind when establishing starting times.

49.02 Distribution of Work on Mail Service Courier Assignments.c.:49.02 Distribution of Work on Mail Service Courier Assignments;

(a) Mail Service Courier assignments must be so arranged that time off for meals shall be as close as possible to mid-shift and shall be for a minimum of one-half («) hour.

(b) The first portion of a Mail Service Courier assignment should be made up in such a way that the on-duty time will range between four and one-half (4«) and five (5) hours.

(c) A Mail Service Courier will not be allowed to commence duty on the second portion of his/her assignment before thirty (30) minutes after his/her normal finishing time of the first portion of his/her tour of duty.

(d) Mail Service Couriers shall have access to lunchroom facilities at the postal installation designated by the Corporation for this purpose either in the area where he/she finishes the first portion of his/her assignment or where he/she begins the second portion of his/her assignment. A sufficient number of

lockers are to be kept free at these postal installations for the use of Mail Services Couriers.

(e) Mail Service Courier assignments are to be made up in such a way as to minimize the spread of the work day.

(f) If the first portion of a Mail Service Courier shift includes duties which must be started and completed on a timely basis each day, e.g. street letter box clearance, thereby presenting difficulties in meeting clause 49.02(b), the starting time of his/her assignment may have to be altered accordingly.

49.03 Part-time Mail Service Couriers.c.:49.03 Part-time Mail Service Couriers;

In accordance with established Corporation policy, part-time employees are to be used to meet continuing part-time requirements, e.g. late street letter box collection, late special deliveries, etc. A part-time employee in this context is defined as an employee working a minimum of 1/3 the hours of a full-time employee in the bargaining unit. The current practice of having weekend Mail Service Courier functions performed by part-time employees will continue to apply.

49.04 Relay Bundle Departure Time.c.:49.04 Relay Bundle Departure Time;

Mail Service Couriers performing relay bundle duties should leave the office in the morning at a regular hour, keeping in mind that Letter Carrier relay bundles must be available at the time Letter Carriers reach their first relay stops. The basic work distribution for Letter Carriers stipulates that if the volume of mail does not permit a Letter Carrier to leave the office at the normal departure time, he/she may be requested by his/her supervisor to sort mail beyond his/her normal departure time in accordance with clauses 48.05 and 48.06. On these occasions, it follows that the Mail Service Courier's bundle run departure time may also be delayed if requested beyond his/her normal time. Where Letter Carriers are unable to meet the departure time of the first bundle trip, provisions should be made for later despatches of bundles.

49.05 Services Excluded from the MSCWSS.c.:49.05 Services Excluded from the MSCWSS;

Non daily programmed Priority Post Services, on demand Priority Post Services and non-daily Pick Up for a Fee (P.U.F.F.) may be excluded from the Mail Service Courier Workload Structuring System after local consultation.

ARTICLE 50.c.ARTICLE 50;

ROLE OF LETTER CARRIER AND ROUTE MEASUREMENT SYSTEM IN THE EVALUATION OF WORK PERFORMANCE.c.:ROLE OF LETTER CARRIER AND ROUTE MEASUREMENT SYSTEM IN THE EVALUATION OF WORK PERFORMANCE;

50.01 Role of Letter Carrier and Route Measurement System in the Evaluation of Work Performance.c.:50.01 Role of Letter Carrier and Route Measurement System in the Evaluation of Work Performance;

(a) The Corporation recognizes that the Letter Carrier Route Measurement System, (LCRMS) as described in the Route Measurement Manual, is based on averages. On days when volumes, climatic, and walking

conditions are extreme, overtime may be necessary to complete delivery. In situations where an employee is not completing his/her assignment within the prescribed hours of duty on a regular basis, the LCRMS is to be used solely as a means of establishing whether the source of the problem is related to the workload on the walk/route under normal conditions as opposed to evaluating the employee performing the assignment. The above principles will also apply to Mail Service Couriers and their assignments. The Corporation's findings on the above are to be included in any discussions with the employee and the Union steward, if the employee so desires.

(b) An employee who is able to demonstrate the workload is excessive may request a verification. If such verification shows an over-assessment, the employee will be paid in accordance with Appendix "V" or alternatively he/she may be provided with help for the over-assessment until adjustment can be made. Reasonable effort will be made to adjust a route which is over-assessed by fifteen (15) minutes or more within three (3) months. Where it is not possible to make such an adjustment, alternate accommodation may be made by local agreement.

(c) Employees cannot be counselled for work performance or for showing overtime until the provisions of Article 50 have been applied and copies of the Corporation's findings given to the local Union representative. The above procedure does not apply to employees recording overtime due to misconduct.

ARTICLE 51.c.ARTICLE 51;

SELECTION OF ASSIGNMENTS BY MAIL SERVICE COURIER (RELIEF) AND MAIL SERVICE COURIER (HEAVY VEHICLE).c.:SELECTION OF ASSIGNMENTS BY MAIL SERVICE COURIER (RELIEF) AND MAIL SERVICE COURIER (HEAVY VEHICLE);

51.01 Selection of Assignments and MSC Priority Assignments.c.:51.01

Selection of Assignments and MSC Priority Assignments;

Except as otherwise provided in the Collective Agreement, Mail Service Couriers (Relief) covered by this article will be given preference to perform the following relief assignments:

(a) vacation relief;

(b) relief for other absences.

(c) upon local agreement, vacation relief assignments under 51.02 (a) and relief for other absence assignments under 51.02 (b) are to be combined for the purpose of bidding. Where this option is exercised all other provisions of Article 51 apply.

In the application of (b) and (c) above, and except as provided in (e) below, where a Mail Service Courier (Relief) has exercised his/her seniority on an assignment, he/she will be required to remain on the assignment for the duration of the absence of the employee being replaced.

(d) Under the circumstances where a Mail Service Courier (Relief) has not been given a choice of relief assignments, he/she can bid onto another relief assignment on the first occasion, where a choice of assignments is made available, providing that the change in assignments has no adverse service impact - e.g. unduly delay the collection and delivery of mail. (Undue delay in

collection and delivery of mail is defined as one-half («) hour or more work delay between assignments).

(e) When a need arises necessitating the removal of a Mail Service Courier (Relief) covered by this article from an absence relief assignment to perform other duties in the Mail Service Courier (Relief) function, the Corporation will assign such work to the senior volunteer. In the absence of such a volunteer, the most junior Mail Service Courier (Relief) covered by this article who is covering absence relief in the area concerned will be assigned to the required work.

(f) In order to give proper meaning and application to 51.02(e) a Mail Service Courier (Relief) may be moved from the absence assignment he/she had chosen to be placed on a priority assignment in the Mail Service Courier function.

The priority assignments are as follows:

- (i) shuttle services
- (ii) relay bundle routes
- (iii) street letter box routes
- (iv) priority post duties
- (v) large volume mailers pick-up.

51.02 Determination of Assignments.c.:51.02 Determination of Assignments;

Assignments shall be determined in the following manner:

(a) Assignments shall be given to Mail Service Couriers (Relief) on the basis of seniority.

(b) Vacancies among assignments shall be posted for bidding at least monthly and will be advertised on a post office-wide basis for seven (7) working days or for such periods as may be determined and agreed upon by the parties through local consultation. Such notice shall indicate a description of the position, including the established job description, and where applicable, the geographic area to be covered.

(c) An employee who indicates before going on leave his/her desire to be made aware of positions coming open for bid under this article and who leaves an address to be notified, will be so notified by registered mail.

(d) In the event of a major reorganization of assignments in a unit, all such Mail Service Courier (Relief) assignments covered by this article shall be open for bidding by the Mail Service Couriers (Relief) in that unit.

(e) In the event of a minor reorganization of assignments in a unit, all Mail Service Courier (Relief) assignments covered by this article shall be opened for bidding by the Mail Service Couriers (Relief) in that unit who are affected by the reorganization.

(f) Notwithstanding this section, where amalgamation of post offices has or does take place the local Union affected may retain for its Mail Service Couriers (Relief) preference for such assignments before such assignments are opened for bidding on a post office-wide basis.

51.03 Where There is No Work Available.c.:51.03 Where There is No Work Available;

Notwithstanding clause 51.02, where work is not available in the selected Mail Service Courier assignment (Relief) the Mail Service Courier (Relief) will be required to perform other available duties in the Mail Service Courier (Relief) function.

51.04 Application for MSC(HV).c.:51.04 Application for MSC(HV);  
Except as otherwise provided for in the Collective Agreement, a Mail Service Courier (Heavy Vehicle) shall be given assignments as provided for under clause 51.02(a), (b) and (c).

51.05 MSC(R) Complement.c.:51.05 MSC(R) Complement;  
The MSC(R) complement will be established using the following criteria:

(a) Full-time MSC(R):

A minimum criteria of one (1) in twelve (12) for vacation relief and one (1) in eighteen (18) for relief for other absences. Requirements greater than the minimum criteria will be based on Bar Charts and should they show that an additional full-time MSC(R) would have been required more than sixty-five per cent (65%) of the preceding twelve (12) month period, an additional full-time MSC(R) position will be established.

However, when a twelve-month Bar Chart trend shows a reduction in actual need, any vacancy within the installation(s) will be filled by that full-time MSC(R) until such time as it is determined by the Bar Charts that the additional full-time MSC(R) position is still required. Should it be determined that the full-time MSC(R) position is not required, the MSC(R) with the least seniority will be demoted to the PO EXT 1.

The full-time MSC(R) relief complement will be adjusted upwards or downwards as dictated by fluctuations in the Bar Charts based on twelve-month trends.

(b) Part-time MSC(R):

Part-time MSC(R) positions may be established based on relief requirements to provide relief for afternoon and weekend part-time MSC's.

A minimum criteria of one (1) in twelve (12) for vacation relief and one (1) in eighteen (18) for relief for other absences. Requirements greater than the minimum criteria will be based on Bar Charts and should they show that an additional part-time MSC(R) would have been required more than sixty-five per cent (65%) of the preceding twelve (12) month period, an additional part-time MSC(R) position will be established.

ARTICLE 52.c.ARTICLE 52;

SELECTION OF ASSIGNMENTS BY RELIEF LETTER

CARRIERS.c.:SELECTION OF ASSIGNMENTS BY RELIEF LETTER

CARRIERS;

52.01 Selection of Assignments.c.:52.01 Selection of Assignments;

Except as otherwise provided in the Collective Agreement, Relief Letter Carriers covered by this article will be given preference to perform the following relief assignments:

(a) vacation relief;

(b) relief for other absences.



(c) Upon local agreement, vacation relief assignments under 52.01(a) and relief for other absences assignments under 52.01(b) are to be combined for the purpose of bidding. Where this option is exercised all other provisions of Article 52 still apply.

In the application of (b) and (c) above, and except as provided in (e) below, where a Relief Letter Carrier has exercised his/her seniority on an assignment, he/she will be required to remain on the assignment for the duration of the absence of the employee being replaced.

(d) Under the circumstances where a Relief Letter Carrier has not been given a choice of relief assignments, he/she can bid onto another relief assignment on the first occasion where a choice of assignments is made available providing that the change in assignments has no adverse service impact - e.g. unduly delay delivery of mail. (Undue delay of delivery of mail on residential assignments is defined as one-half («) hour or more work delay between assignments).

(e) When a need arises necessitating the removal of a Relief Letter Carrier covered by this article from an absence relief assignment to perform other duties in the Relief Letter Carrier function, the Corporation will assign such work to the senior volunteer. In the absence of such a volunteer, the most junior Relief Letter Carrier covered by this article who is covering absence relief in the area concerned will be assigned to the required work.

(f) In order to give proper meaning and application to 52.01(e) a Relief Letter Carrier may be moved from the absence assignment he/she had chosen to be placed on a priority assignment in the letter carrier function.

For the purpose of this clause, priority assignment is considered as an assignment on:

Business walks that have two or three deliveries per day and residential business walks that are clearly defined on the route measurement 075 sheet, motorized letter carrier routes, labelling unit, and the priority duties of the Assistant to the Letter Carrier Supervisor including distribution of mail to letter carrier cases, redirection duties under the new label redirection program, distribution of householder mail and any other assignments as duties determined through local consultation to be essential to service requirements.

It is recognized that the local parties may mutually agree to define other assignments as priorities in order to maintain the quality of service at a satisfactory level, minimize the number of complaints about late delivery to business calls and that the seniority rights of employees must be protected.

52.02 Determination of Assignments.c.:52.02 Determination of Assignments;

Assignments shall be determined in the following manner:

(a) Assignments shall be given to Relief Letter Carriers on the basis of seniority.

(b) Vacancies among assignments shall be posted for bidding at least monthly and will be advertised on a post office-wide basis for seven (7) working days or for such period as may be determined and agreed upon by the parties through local consultation. Such notices shall indicate a description of the

position, including the established job description, and where applicable, the geographic area to be covered.

(c) An employee who indicates before going on leave his/her desire to be made aware of positions coming open for bid under this article and who leaves an address to be notified, will be so notified by registered mail.

(d) In the event of a major reorganization of letter carrier Walks/Routes in a unit, all such Relief Letter Carrier assignments covered by this article shall be open for bidding by the Relief Letter Carriers in that unit.

(e) In the event of a minor reorganization of letter carrier walks/routes in a unit, all such Relief Letter Carrier assignments covered by this article shall be opened for bidding by the Relief Letter Carriers in that unit who are affected by the reorganization.

(f) Notwithstanding this section, where amalgamation of post offices has or does take place, the local Union affected may retain for its Relief Letter Carriers covered by this article, preference for such assignments before such assignments are opened for bidding on a post office-wide basis.

52.03 Where No Work is Available.c.:52.03 Where No Work is Available;

Notwithstanding clause 52.02 where work is not available in the selected Relief Letter Carrier assignment the Relief Letter Carrier will be required to perform other available duties in the Relief Letter Carrier function.

52.04 Relief Letter Carrier Complement.c.:52.04 Relief Letter Carrier Complement;

The Relief Letter Carrier complement will be established using the following criteria:

A minimum criteria of one (1) in twelve (12) for vacation relief and one (1) in eighteen (18) for relief for other absences. Requirements greater than the minimum criteria will be based on Bar Charts and should they show that an additional Relief Letter Carrier would have been required more than sixty-five (65) percent of the preceding twelve (12) month period, an additional Relief Letter Carrier position will be established.

However, when a twelve-month Bar Chart trend shows a reduction in actual need, any vacancy within the installation(s) will be filled by that Relief Letter Carrier until such time as it is determined by the Bar Charts that the additional Relief Letter Carrier position is still required. Should it be determined that the Relief Letter Carrier position is not required, the Relief Letter Carrier with the least seniority will be demoted to the PO EXT 1.

The Relief Letter Carrier relief complement will be adjusted upwards or downwards as dictated by fluctuations in the Bar Charts based on twelve-month trends.

ARTICLE 53.c.ARTICLE 53;

JOB SECURITY.c.:JOB SECURITY;

53.01 Job Security and Employment Opportunities for Surplus Employees.c.:53.01 Job Security and Employment Opportunities for Surplus Employees;

(a) There shall be no lay-off of any regular employee whose position is

rendered surplus to requirements who was employed in the bargaining unit as of October 27, 1991, provided the employee agrees to be displaced to another position in accordance with the procedure set forth hereinafter.

(b) A regular employee whose position is rendered surplus to requirements and who was not employed in the bargaining unit as of October 27, 1991, will not be laid off provided the employee agrees to be displaced to another position in accordance with the procedure set forth hereinafter.

53.02 Notice.c.:53.02 Notice;

(a) The Corporation shall post, in each postal installation, a list of all positions which will be declared surplus at or within the post office, ten (10) days prior to the day on which the positions are declared surplus.

(b) The Corporation shall concurrently post a like notice identifying in each group within a post office an equivalent number of employees on the basis of the reverse order of seniority. The employees so identified will be deemed surplus and subject to be displaced to a vacant position in accordance with clause 53.03.

(c) The Corporation shall concurrently post a listing of all vacant positions in the post office and in other post offices that are located within a forty (40) kilometre radius and which the Corporation intends to fill.

(d) When a surplus has been identified or is anticipated the Corporation will post from time to time a notice inviting applications from interested employees who would like to be considered for any potential early retirement opportunities or potential severance payments. Such applications will be considered valid for six (6) months.

(e) When a surplus has been identified or is anticipated, the Corporation will post, from time to time, a notice listing vacant positions in postal installations located beyond forty (40) kilometres. Such notice is for information purposes only and it is incumbent on employees to place themselves on the appropriate list.

(f) Notwithstanding paragraph (a) above, where employees become surplus as a result of a reorganization conducted pursuant to Article 46 or 47 the provisions of paragraph (a) shall not apply and the notices referred to in paragraphs (b) to (e) will be posted only after the completion of the procedure described in clause 46.04 or 47.04.

The employees to be identified in the notice referred to in paragraph (b) shall be the employees described in clause 46.04(b) or 47.04(b).

53.03 Creating and Filling Vacancies Where Surpluses Exist.c.:53.03  
Creating and Filling Vacancies Where Surpluses Exist;

(a) Vacant positions listed in the notice given pursuant to clause 53.02(c) above will first be filled in accordance with clauses 13.12, 13.22(a), 13.29(b)(i), (ii) and (iii), 13.34(b)(i), (ii) and (iii) and 13.37(b)(i), (ii) and (iii).

(b) Vacant positions remaining after and resulting from the application of the preceding paragraph shall be offered to employees in the order of seniority and in the following order of preference:

(i) to the employees in the same group working in the post office where surplus employees exist;

(ii) to the employees in the same group working within forty (40) kilometres of the installation where surplus employees exist or in the same MAPP area;

(iii) to the employees of the other groups working in the post office where surplus employees exist;

(iv) to the employees of the other groups working within forty (40) kilometres of the installation where surplus employees exist or in the same MAPP area.

(c) Should surplus employees still exist in a post office and a vacancy exists in the same group beyond forty (40) kilometres or MAPP area, such vacancy shall be offered by order of seniority to the employees of the same group working in the post office where the surplus exists. In such a case, the employee shall be entitled to the allowances provided for in paragraphs 53.05(b) and (c).

(d) Applications to fill vacancies under paragraphs (b) and (c) above must be received within five (5) working days of posting and the employees shall be required to report to their new position within thirty (30) calendar days of such notice. In addition, it is understood that the qualification requirements for positions in Group 3-GL&T and Group 4-EL shall apply.

(e) Should a position remain vacant after the application of the preceding paragraphs, it shall be filled from employees still identified as surplus working in a postal installation within forty (40) kilometres of the vacancy. The Corporation shall identify the positions and locations to be filled and an equivalent number of surplus employees in the reverse order of seniority. The identified employees shall be allowed to choose, in the order of seniority where they will be displaced. Employees shall have five (5) working days to make their preference known, in writing, and shall be required to report to their new position within thirty (30) calendar days of such notice.

(f) In the application of paragraph (e), the employees shall first be displaced in a position in their group. If there are no vacancies in their group, the employees are then displaced in a position in another group. In addition, it is understood that the qualification requirements for positions in Group 3-GL&T and Group 4-EL shall apply.

(g) Employees hired after October 27, 1991, who remain surplus after the application of the preceding paragraphs shall accept to be displaced in any vacant position in the bargaining unit. In such a case, the procedure outlined in paragraphs (e) and (f) above shall apply.

(h) Should surplus employees exist in a post office in which there is no vacancy, the Corporation may offer an equal number of early retirement and/or severance opportunities to employees who made application under 53.02(d) above. Such opportunities will be offered in seniority order in accordance with clause 53.04, in the following order:

(i) to employees in the same group in the same post office in which the surplus exists;

(ii) to employees in the same group within forty (40) kilometres of the surplus or the same MAPP area as the surplus;

(iii) to employees in any group in the same post office in which the surplus exists;

(iv) to employees in any group within forty (40) kilometres of the surplus or the same MAPP area as the surplus.

(i) When a position is vacated following the application of 53.03(h), the provisions of paragraphs 53.03(a), (b), (d), (e), (f) and (g) shall apply.

#### 53.04 Additional Payment on Retirement - Resignation.c.:53.04

Additional Payment on Retirement - Resignation;

(a) In the application of the foregoing rules in a post office or MAPP area, where a surplus of staff has been identified, the Corporation, having elected to offer additional severance payments to employees who elect to either resign their positions, or to retire from their positions, may waive the ten (10) year service requirement and augment the payments provided for in clause 28.01 in the case of a resignation and to augment the payments provided for in 28.02 in the case of retirement, in amounts to be determined at the discretion of the Corporation, provided these amounts are administered to the employees concerned in a consistent and uniform manner.

(b) Employees who have applied to be considered for potential early retirement opportunities or potential severance payments on resignation, in accordance with clause 53.02(d) above will be offered such opportunity, in seniority order, and will be advised in writing of the payments determined in accordance with clause 53.04(a) above.

(c) The employee concerned will have ten (10) working days thereafter to decide whether to accept the early retirement or resignation opportunity, as the case may be.

(d) If the employee concerned does not make the election within the time period specified or does not accept the opportunity, the Corporation may offer the opportunity to the next senior employee having made application under clause 53.02(d) above.

#### 53.05 Right to Return to Former Location and Relocation

Allowances.c.:53.05 Right to Return to Former Location and Relocation Allowances;

(a) An employee who is displaced in another office in accordance with clause 53.03, is deemed to have remained in the office where he/she formerly worked for the first application of clauses 13.12, 13.22(a), 13.29(b)(i), (ii) and (iii), 13.34(b)(i), (ii) and (iii) and 13.37(b)(i), (ii) and (iii) that takes place following his/her transfer which affords him/her with an opportunity to return to his/her office of origin, providing this first application occurs within three (3) years of the displacement.

(b) Employees who are displaced under clause 53.03 and who relocate their residence will be entitled to be reimbursed for their relocation expenses in accordance with the then current policy of the Corporation if the transfer is greater than forty (40) kilometres from the present work location to the new work location.

(c) An employee who is displaced under clause 53.03 to a post office where the distance involved is in excess of forty (40) kilometres from his/her

present office, who elects not to change the location of his/her residence, shall be entitled to compensation of one hundred dollars (\$100) per month until the expiry of the first twelve (12) months following such transfer, or until such employee does change the location of his/her residence, in which case he/she shall be entitled to the relocation expenses specified in paragraph (b), whichever shall first occur.

53.06 General Principles.c.:53.06 General Principles;

(a) No employee described in paragraph 53.01(a) shall be required to accept to be displaced to a postal installation at a distance of more than forty (40) kilometres from the postal installation where he/she was working or outside the MAPP area in which the employee was working.

(b) An employee shall not be required to accept to be displaced from a postal installation where the working language is different from that used in the employee's former position.

(c) An employee who is declared surplus more than once shall not be required to accept to be displaced outside the forty (40) kilometre radius of the installation in which he/she was working at the time he/she was first declared surplus or outside the MAPP area.

(d) No employee shall be required to accept to be displaced from a full-time position to a part-time position or from a part-time position to a full-time position.

(e) An employee who is required to accept to be displaced in a job classification having a lower maximum rate of pay shall be deemed to have retained, for all purposes, his/her former rate of pay.

(f) In the office where a work force surplus occurred, the Corporation shall abolish positions in the same number as the number of surplus employees who left the office following application of clause 53.03.

(g) When full-time employees are required to accept to be displaced pursuant to clause 53.03 aforesaid, no new part-time positions shall be created in the same job category in the post office from which such displacements occur for a period of six (6) months thereafter unless a full-time position becomes vacant through attrition. For greater certainty, it is understood that this paragraph does not apply in the case of reorganization conducted pursuant to Articles 46 and 47.

(h) It is understood that, for the purposes of this article, the Toronto and Montreal MAPP areas as they existed on July 1, 1992, will not be modified and that no other MAPP area will be established.

(i) A surplus employee required to accept to be displaced pursuant to this article shall be provided with the necessary retraining he/she requires during his/her hours of work with full pay from the Corporation and at no additional cost to the employee.

53.07 Other Option.c.:53.07 Other Option;

(a) An employee required to be displaced pursuant to clause 53.03 may elect instead to be laid off with Supplementary Unemployment Benefits (SUB) Plan and recall rights.

(b) The Corporate SUB Plan, as amended from time to time and subject to the requirements of Employment and Immigration Canada, shall form part of

this Collective Agreement and shall be available to eligible employees for the term of this Collective Agreement.

53.08 Recall Rights.c.:53.08 Recall Rights;

(a) The surplus employees who are laid off pursuant to the provisions of clause 53.07 shall have their names placed on a recall list and shall have the right to be recalled during a period of

(i) one (1) year after the date of the lay-off for the employee with less than one (1) year of continuous employment,

(ii) two (2) years after the date of lay-off for the employee with more than one (1) year and less than five (5) years of continuous employment,

(iii) four (4) years after the date of lay-off for the employee with five (5) years or more of continuous employment.

For the sole purposes of recall, an employee is deemed to have in each group the same seniority as in his/her own group. If an employee is recalled in another group, his/her seniority shall then be governed by the provisions of clause 11.08.

(b) When there are vacant positions that the Corporation intends to fill and there is no surplus employee, they shall be offered to employees on the recall list in accordance with the following provisions, after the application of clauses 13.12, 13.22(a), 13.29(b)(i), (ii) and (iii), 13.34(b)(i), (ii) and (iii), and 13.37(b)(i), (ii) and (iii).

(c) Vacant positions are offered on the basis of seniority

(i) first, to the employees on the recall list who were working in the postal installation where the position is available,

(ii) and then to the employees on the recall list who were working in a postal installation located within forty (40) kilometres of the installation where the position is available.

For positions in Group 3-GL&T and Group 4-EL, the employee shall, in addition, meet the qualification requirements.

(d) The employee shall be notified of the available position by registered mail at his/her last known address. He/she shall indicate within five (5) working days after receiving the recall notice if he/she accepts the position and, if so, he/she shall report to work within fifteen (15) working days. Copy of the recall notice shall be sent to the local of the Union.

(e) An employee who refuses an opportunity to return to a position in his/her former postal installation and his/her job classification shall have his/her name removed from the recall list and his/her employment will be terminated.

(f) It is understood, for greater certainty, that laid off employees shall continue to accumulate seniority and continuous service for the purposes of Article 11 and are entitled to file applications for vacant positions pursuant to Article 13.

ARTICLE 54.c.ARTICLE 54;

WORK REINTEGRATION PROGRAM.c.:WORK REINTEGRATION PROGRAM;

54.01 Work Reintegration for Employees in Group 2-PO External.c.:54.01 Work Reintegration for Employees in Group 2-PO External;

(a) Where an employee has become physically handicapped because of

compensable injury or non-compensable health reasons and the need for assignment is supported by a certificate issued by a qualified medical doctor, or a doctor designated by the Corporation, or the Department of Veterans' Affairs, he/she may, upon written application, be assigned to any vacancy within the bargaining unit and such employee shall carry the seniority he/she had accumulated up to the time of his/her assignment.

(b) Notwithstanding the application of (a), an employee who is assigned to a position described in (a) above, shall not have such position subjected to the provisions of Articles 13, 46, 47, 51 or 52 of this Collective Agreement. Where the grounds under which this clause has been applied exist, such a waiver shall be subject to review on request of the Union. Where the medical grounds are found to no longer exist, the waiver may be revoked at the request of the Union.

(c) Certain positions must be designated as rehabilitation positions to accommodate those employees mentioned in (a) above. The identification of such positions is subject to local agreement e.g., Assistant to the Letter Carrier Supervisor or Night Router positions.

Where the need is identified through local consultation and agreement, other positions may also be designated as rehabilitation positions. Where such positions become vacant, the manner in which the assignment is made to these positions will also be a matter for local consultation and agreement.

(d) (i) Where more than one employee has been identified for a rehabilitation position or temporary modified duty assignment preference will be given to the employee with the greater need, as determined through local consultation and agreement. In situations where two or more employees have been identified, and the need for rehabilitation is considered equal, the assignment will be offered to the employee having the greater financial need.

(ii) Where there is no employee requiring rehabilitation, the position shall be offered temporarily to employees on the basis of seniority. The employee filling the position under this clause is to return to his/her former position when the need for rehabilitation on the part of another employee is required.

(iii) The employee who is temporarily filling the position under 54.01(d)(ii), will return to his/her former position when the need for rehabilitation on the part of another employee has been identified.

(iv) Removal of an employee from a rehabilitation position shall be subject to local consultation and agreement.

(v) An employee, while in a rehabilitation position or on a modified duty assignment, shall be eligible to perform overtime only in that rehabilitation position or on that modified duty assignment.

This clause does not preclude employees covering positions that have been designated as rehabilitation or modified duty assignments from performing duties on other assignments on overtime where such duties are not restricted by the medical certificate which placed the employee in the rehabilitation position or modified duty assignment.

(e) In those situations where a rehabilitation position is not available



within the component of an employee requiring rehabilitation, rehabilitation positions within daily commuting distance of the employee's permanent work location shall be accessible to that employee. Such assignments shall be subject to Divisional consultation and agreement.

Further, the Corporation agrees that the total number of rehabilitation positions shall not be reduced below the number of positions existing as of December 31, 1986.

Within sixty (60) days of the signing of this Collective Agreement, the Corporation and the Union representative will meet at the divisional level to determine where existing workloads can be structured into additional rehabilitation positions.

54.02 Work Reintegration for Employees in Groups 1-PO Internal, 3-GL&T, 4-EL and 5-ÄGS.c.:54.02 Work Reintegration for Employees in Groups 1-PO Internal, 3-GL&T, 4-EL and 5-ÄGS;

Where an employee has become physically handicapped because of:

(a) a compensable injury,

or

(b) non-compensable health reasons, and the need for assignment is supported by a certificate issued by a qualified medical doctor upon written application he/she may be assigned to any appropriate vacancy within the bargaining unit. Where such vacancy is subject to the application of the provisions of Article 13 - Filling Regular Vacancies, the initial assignment will be only for the period necessary to implement the article. However, if the employee accepts appointments in the assigned class, he/she shall be deemed to belong to the assigned class and the normal rules of seniority shall apply.

(c) The Corporation shall notify the local of the Union in writing each time an employee exercises his/her rights under this clause.

(d) Moreover, the duties of the position held by the employee or the methods used to fulfill such duties shall be modified if the employee is capable of performing at least part of the regular duties of his/her position.

(e) The modified duties situation shall end when the employee becomes capable of performing all the duties of his/her position.

54.03 Work Reintegration in Another Group.c.:54.03 Work Reintegration in Another Group;

(a) Where there is no suitable position available for a permanently disabled employee referred to in clauses 54.01 or 54.02 in that employee's own group, such employee may be assigned to a suitable vacant position in another group under the same conditions as provided in clause 54.01 and 54.02.

(b) For the purposes of this clause, a vacant position means any position that remains vacant in the post office or MAPP after the application of clauses 13.12, 13.22(a), 13.29(b)(i), (ii) and (iii), 13.34(b)(i), (ii) and (iii) and 13.37(b)(i), (ii) and (iii) and clause 53.03 if applicable.

(c) Paragraph (b) above does not apply in the event a disabled employee requires the vacant position for a temporary period.

(d) Paragraphs (a) and (b) do not apply in the case where the disabled employee is assigned to modified duties outside of his/her group. In order to

obtain such modified duties, the conditions provided in clause 54.01 or 54.02, as the case may be, must be met.

(e) A disabled employee who obtains a position pursuant to paragraphs (a) and (b) above will not be subject to provisions such as but not limited to rotation of duties except to the extent permitted by the disability of the employee.

ARTICLE 55.c.ARTICLE 55;

STATUS OF EMPLOYEES.c.:STATUS OF EMPLOYEES;

55.01 Definitions.c.:55.01 Definitions;

(a) "Employee" means any employee as defined under the Canada Labour Code and who is included in the bargaining unit. There are three (3) categories of employees: the regular employees, the casual or term employees and the admail workers.

(b) "Regular employee" means any employee hired for an indeterminate period and on a permanent basis, full-time or part-time.

(c) "Admail worker" means any employee hired by the Corporation to perform the duties described in paragraph 2.0(b) of Appendix "D".

(d) "Casual or term employee" means any other employee.

Without restricting the generality of the above, the words "casual or term employee" mean any employee hired for a specific period of time or on a casual basis or as a temporary or spare employee.

55.02 Probation.c.:55.02 Probation;

There shall be a probationary period of three (3) months starting with the first day of work for any regular employee newly hired by the Corporation.

55.03 Application of Collective Agreement During Probationary

Period.c.:55.03 Application of Collective Agreement During Probationary Period;

All provisions of the Collective Agreement shall apply to employees on probation.

55.04 Probationary Employee.c.:55.04 Probationary Employee;

During his/her probationary period, an employee cannot obtain a transfer, a promotion or a demotion under clause 13.13, 13.14, 13.22 to 13.28, 13.30, 13.31, 13.35, 13.36, 13.38 or 13.39. He/she may, nevertheless, present a request to obtain such a position after he/she has completed his/her probationary period.

--

--

APPENDIX A.c.APPENDIX A;

JOB TITLES AND WAGES.c.:JOB TITLES AND WAGES;

The hourly wage rates of the employees are as follows:

GROUP 1 89:08:01 90:08:01 91:08:01 92:08:01 93:08:01 94:05:01

POÿ2 Mail Handler Min \$14.18 \$14.85 \$15.21

\$15.71 \$16.08 \$16.50

YR 1 \$14.38 \$15.05 \$15.41 \$15.91

\$16.28 \$16.70

		YR 2	\$14.59	\$15.26	\$15.62	\$16.12
\$16.49	\$16.91					
POÿ4	Postal Clerk	Min	\$14.33	\$15.00	\$15.36	
\$15.86	\$16.23	\$16.65				
		YR 1	\$14.54	\$15.21	\$15.57	\$16.07
\$16.44	\$16.86					
		YR 2	\$14.74	\$15.41	\$15.77	\$16.27
\$16.64	\$17.06					
POÿ5	Mail Despatcher	Min	\$14.76	\$15.43	\$15.79	
\$16.29	\$16.66	\$17.08				
		YR 1	\$14.88	\$15.55	\$15.91	\$16.41
\$16.78	\$17.20					
		YR 2	\$14.88	\$15.55	\$15.91	\$16.41
\$16.78	\$17.20					
POÿ2	PT Mail Handler	Min	\$14.31	\$14.98	\$15.34	
\$15.84	\$16.21	\$16.63				
		YR 1	\$14.51	\$15.18	\$15.54	\$16.04
\$16.41	\$16.83					
		YR 2	\$14.72	\$15.39	\$15.75	\$16.25
\$16.62	\$17.04					
POÿ4	PT Postal Clerk	Min	\$14.33	\$15.00	\$15.36	
\$15.86	\$16.23	\$16.65				
		YR 1	\$14.54	\$15.21	\$15.57	\$16.07
\$16.44	\$16.86					
		YR 2	\$14.74	\$15.41	\$15.77	\$16.27
\$16.64	\$17.06					
GROUP 2	89:08:01	90:08:01	91:08:01	92:08:01	93:08:01	94:05:01
POÿEXTÿ1		Letter Carrier,	Min	\$13.75	\$14.42	
\$14.78	\$15.28	\$15.65	\$16.07			
		Assistant to the Letter Carrier Supervisor,		YR 1	\$14.19	
\$14.86	\$15.22	\$15.72	\$16.09	\$16.51		
		Night Router,	YR 2	\$14.24	\$14.91	\$15.27
\$15.77	\$16.14	\$16.56				
		Mail Mobile Letter Carrier,	YR 3	\$14.33	\$15.00	
\$15.36	\$15.86	\$16.23	\$16.65			
		Mail Service Courier	YR 4	\$14.54	\$15.21	\$15.57
\$16.07	\$16.44	\$16.86				
		YR 5	\$14.74	\$15.41	\$15.77	\$16.27
\$16.64	\$17.06					

POÿEXTÿ2		Relief Letter Carrier,	Min	\$15.12	\$15.79	
\$16.15	\$16.65	\$17.02	\$17.44			
		Mail Service Courier, Relief	YR 1	\$15.22	\$15.89	
\$16.25	\$16.75	\$17.12	\$17.54			
POÿEXTÿ3		Mail Service Courier (HV)	Min	\$15.52		
\$16.19	\$16.55	\$17.05	\$17.42	\$17.84		
		YR 1	\$15.62	\$16.29	\$16.65	
\$17.52	\$17.94				\$17.15	
POÿEXTÿ1		Part-time Letter Carrier,	Min	\$13.88		
\$14.55	\$14.91	\$15.41	\$15.78	\$16.20		
		Part-time Mail Service Courier	YR 1	\$14.32	\$14.99	
\$15.35	\$15.85	\$16.22	\$16.64			
		YR 2	\$14.37	\$15.04	\$15.40	
\$16.27	\$16.69				\$15.90	
		YR 3	\$14.46	\$15.13	\$15.49	
\$16.36	\$16.78				\$15.99	
		YR 4	\$14.67	\$15.34	\$15.70	
\$16.57	\$16.99				\$16.20	
		YR 5	\$14.87	\$15.54	\$15.90	
\$16.77	\$17.19				\$16.40	
POÿEXTÿ2		Part-time Mail Service Courier, Relief	Min			
\$14.82	\$15.49	\$15.85	\$16.35	\$16.72	\$17.14	
		YR 1	\$15.35	\$16.02	\$16.38	
\$17.25	\$17.67				\$16.88	
GROUP 3	89:08:01	90:08:01	91:08:01	92:08:01	93:08:01	94:05:01
PSTÿ1	ELE-2, MAN-1		Min	\$11.11	\$11.78	\$12.14
\$12.64	\$13.01	\$13.43				
PSSÿ1		YR 1	\$11.33	\$12.00	\$12.36	\$12.86
\$13.23	\$13.65					
		YR 2	\$11.53	\$12.20	\$12.56	\$13.06
\$13.43	\$13.85					
PSTÿ2	ELE-3, ELE-4, MDO-4		Min	\$11.58	\$12.25	
\$12.61	\$13.11	\$13.48	\$13.90			
PSSÿ2		YR 1	\$11.80	\$12.47	\$12.83	\$13.33
\$13.70	\$14.12					
		YR 2	\$12.02	\$12.69	\$13.05	\$13.55
\$13.92	\$14.34					
PSTÿ3	MAM-4, MAM-5, MAN-3, MAN-4,			Min	\$12.71	
\$13.38	\$13.74	\$14.24	\$14.61	\$15.03		

PSSÿ3	MDO-5	YR 1	\$12.93	\$13.60	\$13.96	\$14.46
\$14.83	\$15.25					
		YR 2	\$13.18	\$13.85	\$14.21	\$14.71
\$15.08	\$15.50					
PSTÿ4	MAM-6, MAM-7, MAN-5, MAN-6		Min	\$13.55	\$14.22	
\$14.58	\$15.08	\$15.45	\$15.87			
PSSÿ4		YR 1	\$13.79	\$14.46	\$14.82	\$15.32
\$15.69	\$16.11					
		YR 2	\$14.02	\$14.69	\$15.05	\$15.55
\$15.92	\$16.34					
PSTÿ5	MAN-7, PRW-6		Min	\$14.19	\$14.86	\$15.22
\$15.72	\$16.09	\$16.51				
PSSÿ5		YR 1	\$14.45	\$15.12	\$15.48	\$15.98
\$16.35	\$16.77					
		YR 2	\$14.71	\$15.38	\$15.74	\$16.24
\$16.61	\$17.03					
PSTÿ6	MAM-8, MAM-9, MST-9, VHE-8		Min	\$14.66	\$15.33	
\$15.69	\$16.19	\$16.56	\$16.98			
PSSÿ6		YR 1	\$14.93	\$15.60	\$15.96	\$16.46
\$16.83	\$17.25					
		YR 2	\$15.20	\$15.87	\$16.23	\$16.73
\$17.10	\$17.52					
PSTÿ7	MAM-10, WOW-9		Min	\$15.83	\$16.50	\$16.86
\$17.36	\$17.73	\$18.15				
PSSÿ7		YR 1	\$16.11	\$16.78	\$17.14	\$17.64
\$18.01	\$18.43					
		YR 2	\$16.41	\$17.08	\$17.44	\$17.94
\$18.31	\$18.73					
PSTÿ8	MAM-11, MST-10, SMW-8, VHE-9			Min	\$16.47	
\$17.14	\$17.50	\$18.00	\$18.37	\$18.79		
PSS 8		YR 1	\$16.75	\$17.42	\$17.78	\$18.28
\$18.65	\$19.07					
		YR 2	\$17.05	\$17.72	\$18.08	\$18.58
\$18.95	\$19.37					
PSTÿ9	EIM-10, MAM-12		Min	\$17.00	\$17.67	\$18.03
\$18.53	\$18.90	\$19.32				
PSSÿ9		YR 1	\$17.32	\$17.99	\$18.35	\$18.85
\$19.22	\$19.64					
		YR 2	\$17.63	\$18.30	\$18.66	\$19.16
\$19.53	\$19.95					

GROUP 3 (continued)			89:08:01	90:08:01	91:08:01	92:08:01
93:08:01	94:05:01					
PTSSy1		Min	\$10.89	\$11.56	\$11.92	\$12.42
\$12.79	\$13.21					
		YR 1	\$11.11	\$11.78	\$12.14	\$12.64
\$13.01	\$13.43					
		YR 2	\$11.33	\$12.00	\$12.36	\$12.86
\$13.23	\$13.65					
PTSSy2		Min	\$12.27	\$12.94	\$13.30	\$13.80
\$14.17	\$14.59					
		YR 1	\$12.49	\$13.16	\$13.52	\$14.02
\$14.39	\$14.81					
		YR 2	\$12.71	\$13.38	\$13.74	\$14.24
\$14.61	\$15.03					
PTSSy3	STS-3	Min	\$12.76	\$13.43	\$13.79	\$14.29
\$14.66	\$15.08					
		YR 1	\$12.99	\$13.66	\$14.02	\$14.52
\$14.89	\$15.31					
		YR 2	\$13.23	\$13.90	\$14.26	\$14.76
\$15.13	\$15.55					
PTSSy4	STS-4	Min	\$13.28	\$13.95	\$14.31	\$14.81
\$15.18	\$15.60					
		YR 1	\$13.53	\$14.20	\$14.56	\$15.06
\$15.43	\$15.85					
		YR 2	\$13.77	\$14.44	\$14.80	\$15.30
\$15.67	\$16.09					
PTSSy5	PRC-5	Min	\$14.02	\$14.69	\$15.05	\$15.55
\$15.92	\$16.34					
		YR 1	\$14.29	\$14.96	\$15.32	\$15.82
\$16.19	\$16.61					
		YR 2	\$14.56	\$15.23	\$15.59	\$16.09
\$16.46	\$16.88					
PTSSy6	PRC-6, STS-5	Min	\$14.56	\$15.23	\$15.59	\$15.59
\$16.09	\$16.46	\$16.88				
		YR 1	\$14.83	\$15.50	\$15.86	\$16.36
\$16.73	\$17.15					
		YR 2	\$15.08	\$15.75	\$16.11	\$16.61
\$16.98	\$17.40					
PTSSy7	PRC-7, STS-6	Min	\$15.03	\$15.70	\$16.06	\$16.06

\$16.56	\$16.93	\$17.35				
		YR 1	\$15.33	\$16.00	\$16.36	\$16.86
\$17.23	\$17.65					
		YR 2	\$15.62	\$16.29	\$16.65	\$17.15
\$17.52	\$17.94					
PTSSy8	PRC-8, STS-7, STS-8			Min	\$16.26	\$16.93
\$17.29	\$17.79	\$18.16	\$18.58			
		YR 1	\$16.57	\$17.24	\$17.60	\$18.10
\$18.47	\$18.89					
		YR 2	\$16.89	\$17.56	\$17.92	\$18.42
\$18.79	\$19.21					
GROUP 4	89:08:01	90:08:01	91:08:01	92:08:01	93:08:01	94:05:01
AEPSS	ELy1	Min	\$12.28	\$12.95	\$13.31	\$13.81
\$14.18	\$14.60					
AEPSS	ELy2	Min	\$13.91	\$14.58	\$14.94	\$15.44
\$15.81	\$16.23					
AEPSS	ELy3	Min	\$15.52	\$16.19	\$16.55	\$17.05
\$17.42	\$17.84					
EPSSy1	ELy4	Min	\$16.19	\$16.86	\$17.22	\$17.72
\$18.09	\$18.51					
		YR 1	\$16.66	\$17.33	\$17.69	\$18.19
\$18.56	\$18.98					
		YR 2	\$17.92	\$18.59	\$18.95	\$19.45
\$19.82	\$20.24					
		YR 3	\$19.18	\$19.85	\$20.21	\$20.71
\$21.08	\$21.50					
		YR 4	\$19.60	\$20.27	\$20.63	\$21.13
\$21.50	\$21.92					
		YR 5	\$20.17	\$20.84	\$21.20	\$21.70
\$22.07	\$22.49					
EPSSy2	ELy5	Min	\$17.78	\$18.45	\$18.81	\$19.31
\$19.68	\$20.10					
		YR 1	\$18.30	\$18.97	\$19.33	\$19.83
\$20.20	\$20.62					
		YR 2	\$18.83	\$19.50	\$19.86	\$20.36
\$20.73	\$21.15					
		YR 3	\$20.29	\$20.96	\$21.32	\$21.82
\$22.19	\$22.61					
		YR 4	\$21.73	\$22.40	\$22.76	\$23.26

\$23.63	\$24.05					
\$24.21	\$24.63	YR 5	\$22.31	\$22.98	\$23.34	\$23.84
EPSSy3	ELy6	Min	\$19.47	\$20.14	\$20.50	\$21.00
\$21.37	\$21.79	YR 1	\$20.04	\$20.71	\$21.07	\$21.57
\$21.94	\$22.36	YR 2	\$20.63	\$21.30	\$21.66	\$22.16
\$22.53	\$22.95	YR 3	\$22.22	\$22.89	\$23.25	\$23.75
\$24.12	\$24.54	YR 4	\$23.84	\$24.51	\$24.87	\$25.37
\$25.74	\$26.16	YR 5	\$24.58	\$25.25	\$25.61	\$26.11
\$26.48	\$26.90					
EPSSy4	ELy7	Min	\$21.22	\$21.89	\$22.25	\$22.75
\$23.12	\$23.54	YR 1	\$21.84	\$22.51	\$22.87	\$23.37
\$23.74	\$24.16	YR 2	\$22.48	\$23.15	\$23.51	\$24.01
\$24.38	\$24.80	YR 3	\$24.21	\$24.88	\$25.24	\$25.74
\$26.11	\$26.53	YR 4	\$25.89	\$26.56	\$26.92	\$27.42
\$27.79	\$28.21	YR 5	\$26.79	\$27.46	\$27.82	\$28.32
\$28.69	\$29.11					
GROUP 5	89:08:01	90:08:01	91:08:01	92:08:01	93:08:01	94:05:01
PTSy1	STS-2	Min	\$10.89	\$11.56	\$11.92	\$12.42
\$12.79	\$13.21	YR 1	\$11.11	\$11.78	\$12.14	\$12.64
\$13.01	\$13.43	YR 2	\$11.33	\$12.00	\$12.36	\$12.86
\$13.23	\$13.65					
PTSy2	PRC-4	Min	\$12.27	\$12.94	\$13.30	\$13.80
\$14.17	\$14.59	YR 1	\$12.49	\$13.16	\$13.52	\$14.02
\$14.39	\$14.81	YR 2	\$12.71	\$13.38	\$13.74	\$14.24
\$14.61	\$15.03					



PTSÿ3	STS-3	Min	\$12.76	\$13.43	\$13.79	\$14.29
\$14.66	\$15.08					
		YR 1	\$12.99	\$13.66	\$14.02	\$14.52
\$14.89	\$15.31					
		YR 2	\$13.23	\$13.90	\$14.26	\$14.76
\$15.13	\$15.55					
PTSÿ4	STS-4, MES-4	Min	\$13.28	\$13.95	\$14.31	
\$14.81	\$15.18	\$15.60				
		YR 1	\$13.53	\$14.20	\$14.56	\$15.06
\$15.43	\$15.85					
		YR 2	\$13.77	\$14.44	\$14.80	\$15.30
\$15.67	\$16.09					
PTSÿ5	STS-5, PRC-5	Min	\$14.02	\$14.69	\$15.05	
\$15.55	\$15.92	\$16.34				
		YR 1	\$14.29	\$14.96	\$15.32	\$15.82
\$16.19	\$16.61					
		YR 2	\$14.56	\$15.23	\$15.59	\$16.09
\$16.46	\$16.88					
PTSÿ6		Min	\$14.56	\$15.23	\$15.59	\$16.09
\$16.46	\$16.88					
		YR 1	\$14.83	\$15.50	\$15.86	\$16.36
\$16.73	\$17.15					
		YR 2	\$15.08	\$15.75	\$16.11	\$16.61
\$16.98	\$17.40					
PTSÿ7		Min	\$15.03	\$15.70	\$16.06	\$16.56
\$16.93	\$17.35					
		YR 1	\$15.33	\$16.00	\$16.36	\$16.86
\$17.23	\$17.65					
		YR 2	\$15.62	\$16.29	\$16.65	\$17.15
\$17.52	\$17.94					
PTSÿ8	STS-8	Min	\$16.26	\$16.93	\$17.29	\$17.79
\$18.16	\$18.58					
		YR 1	\$16.57	\$17.24	\$17.60	\$18.10
\$18.47	\$18.89					
		YR 2	\$16.89	\$17.56	\$17.92	\$18.42
\$18.79	\$19.21					

--

--

#### NOTES

1. Employees' annual pay increments, where applicable, shall

commence with the first full pay period following the employee's annual anniversary date.

2. Annual rates are to be calculated by multiplying the hourly rate by 2,087.04 hours per annum, except as provided in note 5 below for AEPSS 1-3 and EPSS 1-4.

3. An amount of six hundred and seventy-four dollars (\$674) shall be paid to employees in the PO EXT 1, PO EXT 2 and PO EXT 3 classifications in lieu of extending the rest period to fifteen (15) minutes in the calendar year 1991. The amount for part-timers will be three hundred and thirty-eight dollars (\$338) and shall be considered pay for the purposes of clause 19.10(b). The foregoing amounts are payable by 15 December each year. Effective on the date of signing, this amount will be six hundred and ninety-six (\$696) dollars for full-time employees and three hundred and forty-nine (\$349) dollars for part-time. Effective August 1, 1993, this amount will be seven hundred and twelve (\$712) dollars for full-time employees and three hundred and fifty-six (\$356) dollars for part-time employees. Effective May 1, 1994, this amount will be seven hundred and thirty (\$730) dollars for full-time employees and three hundred and sixty-five (\$365) dollars for part-time employees.

4. In the application of note 3 above, the amounts payable for the calendar year 1991 are for employees on strength during that period. The amounts payable for the period January 1, 1992 to December 31, 1992 are for employees on strength during this period and for the period January 1, 1993 to December 31, 1993 for employees on strength during this period and for the period January 1, 1994 to December 31, 1994 for employees on strength during this period.

Employees will have the amounts reduced by \$2.58 for full-time employees and \$1.29 for part-time employees for each working day that the employee was not entitled to pay during the calendar year 1991. Effective on date of signing, the amount will be reduced by \$2.66 for full-time employees and \$1.33 for part-time employees for each working day that the employee was not entitled to pay during the calendar year 1992. Effective August 1, 1993, this amount will be \$2.72 for full-time employees and \$1.36 for part-time employees. Effective May 1, 1994, this amount will be \$2.79 for full-time employees and \$1.40 for part-time employees.

Those employees on strength from January 1, 1991 but not on strength for the full period(s) specified above will be paid on a pro-rata basis.

5.(a) Daily, weekly and annual rates of pay of employees in Group 4-EL can be determined from the hourly rates shown in Appendix "A". The appropriate conversion factors are as follows:

Daily: hourly rate X 7.5  
Weekly: hourly rate X 37.5

Annual: hourly rate X 1956.6

(b) The amounts shown hereunder represent 11.25 times the EL-5 maximum hourly rate rounded to the nearest ten cents (10).

(i) August 1, 1992 - \$268.20

« day \$134.10  
(ii) August 1, 1993 - \$272.40

« day \$136.20  
(iii) May 1, 1994 - \$277.10

« day \$138.50

(c) The amounts shown hereunder represent 4 hours' pay of the EL-4 maximum hourly rate rounded to the nearest five cents (5).

(i) August 1, 1992 \$86.80

(ii) August 1, 1993 \$88.30

(iii) May 1, 1994 \$89.95

(d) The amounts shown hereunder represent 3 hours' pay of the EL-5 maximum hourly rate rounded to the nearest five cents (5).

(i) August 1, 1992 \$71.50

(ii) August 1, 1993 \$72.65

(iii) May 1, 1994 \$73.90

(e) The amounts shown hereunder represent 3 hours' pay of the EL-5 maximum hourly rate plus five dollars (\$5.00) rounded to the nearest five cents (5).

(i) August 1, 1992 \$76.50

(ii) August 1, 1993 \$77.65

(iii) May 1, 1994 \$78.90

(f) The amounts shown hereunder represent 3 hours' pay of the EL-5 maximum hourly rate plus ten dollars (\$10.00) rounded to the nearest five cents (5).

(i) August 1, 1992 \$81.50

(ii) August 1, 1993 \$82.65

(iii) May 1, 1994 \$83.90

6. Hourly rates for part-time Letter Carriers, part-time Mail Service Couriers, part-time Mail Service Couriers (Relief), and part-time Mail Handlers include thirteen cents (13) per hour in lieu of boot and glove allowances. The thirteen cents (13) per hour in lieu of boot and glove allowance will continue to be paid when such a part-time employee is assigned on an acting basis to a POÿEXT 2 position, either in the Mail Service Courier (Relief) function or Relief Letter Carrier function. The rate of pay in these circumstances shall be based on the equivalent increment level for part-time Mail Service Courier (Relief).

--

--

APPENDIX B-1.c.APPENDIX B-1;

APPENDIX B-2.c.APPENDIX B-2;

NOTICE OF CHANGE IN

AVIS DE MODIFICATION

UNION AFFILIATION OR DE L’AFFILIATION SYNDICALE  
STATUS CHANGE OU CHANGEMENT DE STATUT  
(MULTIPLE CHANGES) (CHANGEMENTS MULTIPLES)

EMPLOYEE SURNAME	INITIALS	SIN	STREET	CITY	
PROVINCE	POSTAL CODE				
NOM DE FAMILLE	INITIALES	NAS	RUE	VILLE	PROVINCE
POSTAL CODE					

NOTE: to be attached to form "B-1" duly completed

--  
--

APPENDIX B-3.c.APPENDIX B-3;  
TERM EMPLOYMENT CONTRACT FOR GROUP 2-PO EXTERNAL.c.:TERM  
EMPLOYMENT CONTRACT FOR GROUP 2-PO EXTERNAL;

APPENDIX B-4.c.APPENDIX B-4;  
NOTIFICATION OF IMPLEMENTATION OF GRIEVANCE  
DECISION.c.:NOTIFICATION OF IMPLEMENTATION OF GRIEVANCE

DECISION;

APPENDIX B-5.c.APPENDIX B-5;  
MATERNITY LEAVE AGREEMENT FORM.c.:MATERNITY LEAVE  
AGREEMENT FORM;

1. This agreement between \_\_\_\_\_ (employee) and Canada Post Corporation (the Corporation), is made pursuant to and shall be governed by the provisions of Article 23 of the Collective Agreement between Canada Post Corporation and the Canadian Union of Postal Workers and such provisions form part hereof.
2. In consideration of the payment to her by the Corporation of the maternity leave allowance provided for by Article 23, the employee agrees to return to work upon expiration of her maternity leave unless the date is modified by a medical practitioner or the employee is entitled to other leave provided for in this Collective Agreement.
3. The employee will return to work and remain in the Corporation's employ for at least six (6) months unless, for reasons beyond her control or as set out elsewhere in this Collective Agreement, the employee is unable to do so.
4. Should the employee fail to return to work and remain in the Corporation's employ as required by Article 23, the employee further agrees that she is indebted to the Corporation for the amount received as maternity leave allowance and will repay such amount.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_ 199\_\_.

\_\_\_\_\_  
Witness      Employee

APPENDIX B-6.c.APPENDIX B-6;  
ADOPTION LEAVE AGREEMENT FORM.c.:ADOPTION LEAVE AGREEMENT  
FORM;

1. This agreement between \_\_\_\_\_ (employee) and Canada Post Corporation (the Corporation) is made pursuant to and shall be governed by the provisions of Article 23 of the Collective Agreement between Canada Post Corporation and the Canadian Union of Postal Workers and such provisions form part hereof.
2. In consideration of the payment to the employee by the Corporation of the adoption leave allowance provided for by Article 23, the employee agrees to return to work upon expiration of the adoption leave unless the employee is entitled to other leave provided for in this Collective Agreement.
3. The employee will return to work and remain in the Corporation's employ for at least six (6) months unless, for reasons beyond the employee's

control or as set out elsewhere in this Collective Agreement, the employee is unable to do so.

4. Should the employee fail to return to work and remain in the Corporation's employ as required by Article 23, the employee further agrees to be indebted to the Corporation for the amount received as adoption leave allowance and will repay such amount.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_.

\_\_\_\_\_  
Witness      Employee

APPENDIX C.c.APPENDIX C;  
RENEWAL OF AGREEMENTS ENTERED INTO.c.:RENEWAL OF  
AGREEMENTS ENTERED INTO;  
PRIOR TO THE COMING INTO FORCE  
OF THIS AGREEMENT

1. The agreements signed between the parties and pertaining to new facilities will remain in effect for the term of the Collective Agreement.

It is also understood that staffing and/or schedule changes that may be required in those facilities during the term of this Collective Agreement will be effected pursuant to the applicable articles of the Collective Agreement.

2. The following agreements are renewed without any modifications:

Williams Lake      B.C.      Equal Opportunity for  
O.T.

Castlegar      B.C.      Equal Opportunity for  
O.T.

Inuvik      N.W.T.      Equal Opportunity for  
O.T.

Sherwood Park      Alta.      Equal Opportunity for  
O.T.

Fort Saskatchewan      Alta.      Equal Opportunity for  
O.T.

Grande Prairie      Alta.      Equal Opportunity for  
O.T.

Red Deer      Alta.      Equal Opportunity for

		O.T.
Vegreville	Alta.	Equal Opportunity for O.T.
St.ÿPaul	Alta.	Equal Opportunity for O.T.
Hay River	N.W.T.	Equal Opportunity for O.T.
Drayton Valley	Alta.	Equal Opportunity for O.T.
Medley	Alta.	Equal Opportunity for O.T.
Meadowlake	Sask.	Equal Opportunity for O.T.
Melfort	Sask.	Equal Opportunity for O.T.
Tisdale	Sask.	Equal Opportunity for O.T.
Melville	Sask.	Equal Opportunity for O.T.
Yorkton	Sask.	Equal Opportunity for O.T.
Canora	Sask.	Equal Opportunity for O.T.
Atlantic Division		Equal Opportunity for O.T.
Deer Lake	Nfld.	Change of Shift system
St.ÿJohn's	Nfld.	Change of Shift system
Province of Quebec		Health and Safety
Edmonton	Alta.	Equal Opportunity for O.T.

Province of Quebec		Equal Opportunity for O.T.
Western Region		Health and Safety - Posting of Minutes
Western Region		Health and Safety - Construction and Major Renovations
Western Region		Health and Safety - Stripping Floor Wax
Western Region		Health and Safety - An Employee Working Alone
Western Region		Health and Safety - Use of C-4 Equipment
Ancienne Lorette - Loretteville	Que.	Technological Change - Article 29
Montreal M.A.P.P.	Que.	Reclassification - Article 45
Surrey	B.C.	Equal Opportunity for O.T.
Victoria	B.C.	Health and Safety Program
Ottawa	Ontario	Reclassification - Article 45
National		Union Dues Deductions - Article 4 (July 13, 1991)
National		Dental Plan (April 4, 1986)
National		Local Health and Safety Committees (July 31, 1992)
National		Resolution of the



Grievance Backlog  
(July 31, 1992)

National                      The List of Arbitrators  
(July 31, 1992)

APPENDIX D.c.APPENDIX D;  
HOUSEHOLDER MAIL.c.:HOUSEHOLDER MAIL;

1.0                      Householder Mail

- (a)                      In this Collective Agreement, Householder Mail is unaddressed advertising matter (mail) as defined from time to time in the Postal Guide.
- (b)                      The Corporation may market and accept for delivery any householder mail.

2.0                      Delivery of Householder Mail

- (a)                      All householder mail meeting the size, weight and delivery day specifications covered in the following charts 1 to 5 shall be delivered by Letter Carriers.
- (b)                      All householder mail that falls outside the size, weight and delivery day specifications covered in the following charts 1 to 5 shall be delivered by admail workers or other means.
- (c)                      The Corporation will determine the order of delivery of householder mail.

However, when Letter Carriers have actually started to prepare, segregate or sort such householder mail, the order of delivery shall not be modified without the consent of the Letter Carrier unless the modification is necessitated by circumstances outside of the control of the Corporation.

3.0                      High Volume Situations

Local Corporate representatives will consult with the local union representatives any time a high volume of householder mail occurs at a post office, which would cause a hardship or an over-burdening situation. Local parties are free to consult and agree on a method to clear the high volume emergency without any precedent being established. Any arrangement shall be consonant with the Collective Agreement, this appendix and prevailing arrangements.

4.0                      Inserts

Inserts (including advertising supplements) are permitted in Householder mailings provided they are firmly attached or folded into the mailing piece, so as to become an integral part of the mailing piece and cannot become separated during normal postal handling. Staples may only be used in a Householder mailing provided that the tines are enclosed or covered so that they do not form a safety hazard to employees.

5.0                      Delivery Facilities

Where justified, proper storage cases, extra relay boxes and/or authorized drops will be provided on a temporary or permanent basis, to prevent over-burdening situations and to assist the Letter Carrier in the delivery of

householder mail.

6.0 This appendix supersedes all previous Agreements, Letters of Understanding and past practices with regards to handling and delivery of householder mail.

7.0 Credit/Payment System for Letter Carrier Delivery of Householder Mail

7.1 Where Time Values are Withdrawn From Letter Carrier Walks/Routes

(a) A per piece payment governed by the "removed from the system" column in charts 1, 2, 3 and 4 and applicable rate in chart 5 will be paid to Letter Carriers.

(b) Notwithstanding clause 2.0(b) above, when, as a result of circumstances beyond the control of the local delivery operation, a reduction of the delivery days is required in order to meet delivery commitments, an additional per piece payment of two cents (2) will be paid to the Letter Carrier for each piece of householder mail that requires a compressed letter carrier delivery.

7.2 Where Time Values are Still in Effect in Letter Carrier Walks/Routes

(a) Credit for the delivery of householder mail, comprising each Daily Householder Mail Standard shall be governed by the procedures relating to the Time Allowances in the Letter Carrier Route Measurement Manual.

(b) The Daily Householder Mail Standard, referred to in clause 7.2(a) above, for each letter carrier route is the number of pieces of householder mail, which may be required to be delivered daily to one-third of the points of call on the route. The number of pieces of each Standard is the same as the number of points of call on the route. This definition excludes all items under (d) below.

(c) Householder mail, as specified in (d) below will not be included in the evaluation of a letter carrier route, however, credits for the delivery of these will be calculated and paid to the Letter Carrier.

(d) Items included for payment purposes are:

(i) Pieces of householder mail exceeding the Daily Householder Mail Standard, i.e., letter carriers will be paid two cents (2) for those pieces of householder mail which exceed the Daily Householder Mail Standard;

(ii) Notwithstanding clause 2.0(b) above, when, as a result of circumstances beyond the control of the local delivery operation, a reduction of the delivery days is required in order to meet delivery commitments, either a per piece payment of two cents (2), or a payment of two cents (2) in addition to the payment provided in (d)(i) or (d)(iii), as applicable, will be paid to the Letter Carrier for each piece of householder mail that requires compressed letter carrier delivery;

(iii) Items in chart 4, section B and chart 5.

7.3 Payment under clauses 7.1 and 7.2 above will be based on the negotiated rates and will be by means of a single cheque every six (6) months.

--

--

CHART 1  
APPENDIX "D"

MAGAZINES, CATALOGUES, AND BROCHURES (NOT IN ENVELOPES)

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Maximum Days	Delivery
Removed from the system	In the system					
1.	35.56ycm (14")	15.24ycm (6")	1.91ycm (.75")	226.8ygr (8yozs)	5	3
4	2		0			

NOTE: Minimum sizes for all categories are:

- LENGTH - 10 cm (3.9")
- WIDTH - 7 cm (2.76")
- THICK - .18 mm (.007")

CHART 2  
APPENDIX "D"

FLYERS AND NEWSPAPER TYPES

(NOT IN ENVELOPES & EASILY FOLDABLE)

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Maximum Days	Delivery
Removed from the system	In the system					
2.	35.56ycm (14")	15.24ycm (6")	1.91ycm (.75")	113.4ygr (4yozs)	3	
	2		0			

NOTE: Minimum sizes for all categories are:

LENGTH - 10 cm (3.9")  
WIDTH - 7 cm (2.76")  
THICK - .18 mm (.007")

CHART 3  
APPENDIX "D"

### CARDS AND COUPONS AND SINGLE SHEET ITEMS

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Maximum Delivery Days
Payable to Letter Carriers					
Removed from the system	In the system				
3.	35.56 cm (14")	15.24 cm (6")	1.91 cm (.75")	226.8 gr (8 ozs)	3
	2		0		

NOTE: Minimum sizes for all categories are:

LENGTH - 10 cm (3.9")  
WIDTH - 7 cm (2.76")  
THICK - .18 mm (.007")

CHART 4  
APPENDIX "D"

### ENVELOPES AND CO-OP MAILING

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Maximum Delivery Days
Payable to *					

Removed from the system	Letter Carriers In the system					
4.A (not containing a sample)	35.56ycm (14")	15.24ycm (6")	1.91ycm (.75")	226.8ygr (8yozs)	3	
	2	0				
4.B (containing a sample)	35.56ycm (14")	15.24ycm (6")	1.91ycm (.75")	226.8ygr (8yozs)	7	5
	2	2				
	4	4				

\* Category "B" (if it contains a sample) is paid on the basis that no time values are allocated in the Letter Carrier Route Measurement System.

NOTE 1: Minimum sizes for all categories are:

LENGTH	-	10 cm (3.9")
WIDTH	-	7 cm (2.76")
THICK	-	.18 mm (.007")

NOTE2: For each additional sample enclosed in the single envelope the payment will be increased by one-half («) the single sample minimum rate.

CHART5  
APPENDIX "D"

### SAMPLE PACKAGES

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Maximum Days	Delivery
Payable to *						
Letter Carriers						

5.A	22.86cm (9")	11.43cm (4.5")	1.91cm (.75")	226.8gr (8özs)	7 5
		2			
		4			

\* Category "A" is paid on the basis that no time values are allocated in the Letter Carrier Route Measurement System.

NOTE: Minimum sizes for all categories are:

LENGTH	-	10 cm (3.9")
WIDTH	-	7 cm (2.76")
THICK	-	.18 mm (.007")

--  
--

#### APPENDIX "E"

##### LETTER CARRIER SERVICE

The parties agree that:

(a) The Corporation will utilize Letter Carriers to provide service to new points of call, provided that the new area(s) to be serviced are totally surrounded by areas serviced by Letter Carriers.

(b) Where it is determined that delivery service other than general delivery will be provided to new points of call the service will be provided by Letter Carriers provided that the area to be serviced is contiguous to and not separated by a natural boundary from areas presently serviced by Letter Carriers.

In both (a) and (b) above, the calls will be put into delivery service upon implementation of a restructuring in accordance with delivery standards and the mode of delivery service shall be determined by the Corporation.

For the purpose of this appendix, the determination of what constitutes a natural boundary shall be the Corporation's, and may include, but is not restricted to, rivers, creeks, ravines, vacant or undeveloped land, rail lines, high tension power line corridors, hydro easement, highways and major arterial roads and recognized municipal boundaries. Where a local complains that the Corporate determination of a boundary is unreasonable consultation will take place at the National level.

This commitment will remain in effect for the duration of this Collective Agreement.

#### APPENDIX "F"

##### PRIORITY COURIER

It is agreed that the delivery/pick-up of non-programmed Priority Courier Items will be assigned according to geographical area, if volumes warrant

within a component. However, a Priority Courier courier (Mail Service Courier) from the dedicated Priority Courier unit, where they exist, may be required to perform Priority Courier related duties in more than one geographical area/component where it is deemed necessary to expedite service.

APPENDIX G.c.APPENDIX G;  
BILINGUAL BONUS.c.:BILINGUAL BONUS;

It is now agreed that bilingual bonus is not included in the benefits provided for in clause 37.01 but is paid according to the corporate practice for the employees in this bargaining unit.

Canada Post Corporation confirms that the corporate practice for the employees in the bargaining unit as of the date hereof is that the bilingual bonus will continue to be paid in the same manner and amount as previously for members of the CUPW bargaining unit and agrees that, to this extent, this practice will not be modified during the term of this Collective Agreement.

--  
--

APPENDIX H.c.APPENDIX H;  
ISOLATED POSTS ALLOWANCES.c.:ISOLATED POSTS ALLOWANCES;  
Employees (Single)

Location	ENVIRONMENT ALLOWANCE		LIVING COST DIFFERENTIAL		FUEL AND UTILITIES ALLOWANCE	
	Salaried Hourly Rate Employees	Hourly Rate Employees	Salaried Hourly Rate Employees	Hourly Rate Employees	Salaried Hourly Rate Employees	Hourly Rate Employees
	\$ per year	\$ per hour	\$ per year	\$ per hour	\$ per year	\$ per hour
Chandler	1,063	.51	-	-	-	-
-						
Channel Port-Aux-Basques			1,329	.64	-	-
-						
Flin Flon	1,329	.64	-	-	975	.47
Fort Nelson		1,063	.51	1,264	.61	-
-						
Gasp,	1,329	.64	-	-	-	-
-						
Goose Bay/Happy Valley			1,995	.96	1,264	.61
225	.11					
Hay River	1,329	.64	1,264	.61	2,175	1.04
High Prairie		1,063	.51	-	-	.75
.04						
Inuvik	2,739	1.31	4,001	1.92		3,375
Labrador City		1,995	.96	1,264	.61	525

.25							
St. Anthony	1,995	.96	-				375
.18							
Sioux Lookout	1,329	.64	1,264	.61			525
.25							
The Pas	1,329	.64	-	-		675	.32
Wabush	1,995	.96	1,264	.61		525	.25
Whitehorse	1,063	.51	1,264	.61			825
.40							
Yellowknife	1,995	.96	1,264	.61			
2,325	1.12						

Note: Allowance for full-time employees will be based on the employee's regularly scheduled hours. Part-time employees will, in addition to the allowances paid for their regular hours, be paid allowances for any hours worked in excess of their regular daily hours of work up to the difference between their regular hours and the daily hours of work of a full-time employee of the same classification and level.

APPENDIX "H"  
ISOLATED POSTS ALLOWANCES

Employees (Married)

Location	ENVIRONMENT ALLOWANCE		LIVING COST DIFFERENTIAL		FUEL AND UTILITIES ALLOWANCE	
	Salaried Hourly Rate Employees	Hourly Rate Employees	Salaried Hourly Rate Employees	Hourly Rate Employees	Salaried Hourly Rate Employees	Hourly Rate Employees
	\$ per year	\$ per hour	\$ per year	\$ per hour	\$ per year	\$ per hour
Chandler	1,771	.85	-		-	-
-						
Channel Port-Aux-Basques			2,214	1.06	-	-
-						
Flin Flon	2,214	1.06	-		-	1,625
Fort Nelson		1,771	.85	2,106	1.01	-
-						
Gasp,	2,214	1.06	-		-	-
-						
Goose Bay/Happy Valley			3,325	1.59	2,106	1.01
375	.18					
Hay River	2,214	1.06	2,106	1.01	3,625	1.74
High Prairie		1,771	.85	-	-	125
.06						
Inuvik	4,565	2.19	6,669	3.20	5,625	2.70



Labrador City .42	3,325	1.59	2,106	1.01		875
St. Anthony .30	3,325	1.59	-		-	625
Sioux Lookout .42	2,214	1.06	2,106	1.01		875
The Pas	2,214	1.06	-		-	1,125
Wabush	3,325	1.59	2,106	1.01		875
Whitehorse 1,375	1,771	.85	2,106	1.01		.54
Yellowknife 3,875	3,325	1.59	2,106	1.01		.42
	1.86					

Note: Allowance for full-time employees will be based on the employee's regularly scheduled hours. Part-time employees will, in addition to the allowances paid for their regular hours, be paid allowances for any hours worked in excess of their regular daily hours of work up to the difference between their regular hours and the daily hours of work of a full-time employee of the same classification and level.

--  
--

APPENDIX I.c.APPENDIX I;  
MAINTENANCE OF NEW GENERATION EQUIPMENT.c.:MAINTENANCE OF  
NEW GENERATION EQUIPMENT;

1. The Corporation agrees that Level I and Level II maintenance work of the New Generation Equipment currently being performed by members of the bargaining unit will not be performed outside the bargaining unit before January 31, 1995.
2. Should the Corporation plan, prior to the expiry date of the Collective Agreement, to have such maintenance work performed outside the bargaining unit after January 31, 1995, it will meet with the Union at least six (6) months prior to the work being given outside in order to consult.
3. For the purpose of this appendix, New Generation Equipment means:
  - (a) Multi-line Optical Character Reader (AEG)
  - (b) Culler-Facer-Canceller (AEG)
  - (c) Letter Sorting Machine (AEG)

APPENDIX J.c.APPENDIX J;  
LEAD HAND.c.:LEAD HAND;

1. The Corporation may establish lead hand positions in any group in any postal installation after consultation with the Union.
2. The positions of Wicket/Counter Clerk Lead Hand shall be deemed to be "preferred assignments" within the meaning of Article 12 and clauses 13.19 and 13.20 of the Collective Agreement.
3. Incumbents of a position for which a differential was paid prior to the

date of signing of the Collective Agreement, at the rates provided below, will continue to receive such differential as long as they remain in a position for which a differential is paid.

(a) General Labour and Trades (Supervisory) Supervisory Differential

Supervisory Level	Co-ordinates	Supervisory Differential of Basic Rate	as a Percentage
	3	B3 C2	11.0
	4	B4 C3 D2	15.0
	5	B5 C4 D3 E2	19.0
	6	B6 C5 D4 E3	22.5
	7	B7 C6 D5 E4	26.0
	8	C7 D6 E5	29.5
	9	D7 E6	33.0
	10	E7	36.5

(b) General Services (Supervisory) Supervisory Differential

Supervisory Level	Co-ordinates	Supervisory Differential of Basic Rate	as a Percentage
	3	B3 C2	8.5
	4	B4 C3 D2	11.5
	5	B5 C4 D3	14.5
	6	B6 C5 D4	17.5
	7	C6 D5	20.5
	8	D6	23.5

(c) General Labour and Trades (Non Supervisory) Supervisory Differential

Supervisory Level	Co-ordinates	Supervisory Differential of Basic Rate	as a Percentage
	1	A1	4.0
	2	B2	6.5

(d) General Services (Non-Supervisory) Supervisory Differential

Supervisory Level	Co-ordinates	Supervisory Differential of Basic Rate	as a Percentage
-------------------	--------------	--	-----------------

Level	Co-ordinates	of Basic Rate	
1		A1	4.0
2		B2	6.0

(e) The job descriptions for the positions affected by this paragraph above will be amended to delete any requirement to directly exercise discipline and the word "supervisory" will be changed to lead hand.

APPENDIX K.c. APPENDIX K;  
 IMPLEMENTATION OF HALF HOUR PAID LUNCH.c.: IMPLEMENTATION OF  
 HALF HOUR PAID LUNCH;  
 IMPLEMENTATION OF HALF HOUR PAID LUNCH IN GROUP 2-PO  
 EXTERNAL

It is understood that in the case of Group 2-PO External, the one-half (½) hour paid lunch will be structured into the four hundred and eighty (480) minutes assessment of all routes over the course of a thirty (30) month period. The thirty (30) month period of restructuring will commence September 1, 1992.

In the case of full-time routes that are, at the time of signing of the Collective Agreement, scheduled to be restructured after September 1, 1992, pursuant to a national schedule for Project 176, the one-half (½) hour paid lunch will be structured into those routes at the time of the so-scheduled restructuring.

In the case of all other full-time routes, a national schedule of restructures will be developed. This schedule of restructuring will ensure complete implementation within the above-mentioned thirty (30) month period.  
 IMPLEMENTATION OF HALF HOUR PAID LUNCH IN GROUP 3-GL&T AND  
 GROUP 5-GS

Effective thirty (30) days after the signing of the Collective Agreement a one-half (½) hour paid meal break will be included in the hours of work of employees who are scheduled to work eight (8) hours per day.

APPENDIX L.c. APPENDIX L;  
 CHILD CARE FUND.c.: CHILD CARE FUND;

The Corporation agrees to contribute to a child care fund ("the Fund") based upon the following guidelines:

A. The Corporation and the Union recognize the need for meaningful and cost effective access to child care facilities for all employees. Consequently a joint Child Care Committee shall be formed in accordance with the following provisions.

(a) Joint Child Care Committee

A joint Child Care Committee ("the Committee") shall be established. It shall consist of three (3) representatives appointed by the Corporation and three (3) representatives appointed by the Union.

(b) Functions of the Joint Child Care Committee

(i) Establish and support information programs dealing with

child care;

(ii) Establish guidelines, programs and procedures for the establishment of child care facilities and/or the payment of child care subsidy payments;

(iii) Ensure any child care facilities conform to appropriate Health and Safety standards and all other applicable legislation;

(iv) Develop and implement guidelines for eligibility for child care programs, facilities, and/or subsidies;

(v) Hold meetings at regular intervals, but at least bi-monthly;

(vi) Receive monies from the Corporation as described herein and deposit these monies in the trust fund account described herein;

(vii) Maintain financial records of monies received and monies disbursed;

(viii) Ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants to be selected by the Committee;

(ix) Prepare periodic reports which display and monitor the Committee's activities and make these reports available to the employees, the Corporation and the Union;

(x) Ensure all disbursements conform to both the policies laid out in this agreement and the specific policies and procedures which will be developed by the Committee;

(xi) Perform any other functions that the Committee deems appropriate to ensure that child care facilities and/or subsidy payments meet the needs of the employees;

(xii) One (1) of the three (3) Union representatives appointed to the Committee under (a) above shall be granted full-time leave with pay; and

(xiii) The Committee shall not be empowered to create debts or liabilities or contingent liabilities which carry beyond June 30, 1995 and the amount incurred in any one fiscal year shall not exceed four hundred thousand dollars (\$400,000).

B. An independent trust fund shall be established to receive the monies from the Corporation described herein. Withdrawals or cheques drawn on this account shall require the signature of two (2) members of the Committee: one (1) from the Corporation and one (1) from the Union and this requirement shall be defined in the banking arrangement documents to be completed by the Committee.

C. The Corporation shall, on September 30, 1992, deposit two hundred thousand dollars (\$200,000) in the trust fund established under section B, above, and shall, within fifteen (15) days after each quarter-end (March 31st, June 30th, September 30th, and December 31st) commencing with the quarter ended December 31, 1992, deposit an amount of two hundred thousand dollars (\$200,000) in the trust fund.

D. Commencing with the fiscal year ending March 31, 1993, the Corporation shall, subject to E below, also deposit in the trust fund, within fifteen (15) days after the Corporation's Annual Report is tabled in the House of

Commons, an amount equal to three tenths of one percent (3/10 of 1%) of the Income from Postal Operations value described in the Annual Report.

E. The sum of the amounts deposited in the Fund under sections C and D above shall not exceed one million two hundred thousand dollars (\$1,200,000) in any fiscal year.

F. At no time shall the Fund balance exceed two million dollars (\$2,000,000). Should a quarterly payment under section C or an annual payment under section D cause the Fund to exceed two million dollars (\$2,000,000) then that payment shall be reduced such that the payment plus the Fund balance prior to the payment shall not exceed two million dollars (\$2,000,000). If within sixty (60) days subsequent to the date of the reduced payment, the Fund balance is reduced as a result of normal disbursements consistent with the mandate of the Fund then all, or a portion, of the funds withheld shall be paid such that the Fund balance is reinstated to a maximum of two million dollars (\$2,000,000). After sixty (60) days the amount of the funds withheld shall no longer be available.

G. All interest income shall accrue to the Fund.

H. The parties agree that the Fund, monies received by it (including but not limited to interest earned) and monies expended by it shall be structured in a manner which is most beneficial for employees.

I. Should the Committee be unable to resolve issues arising from its mandate as described herein, either party may file a national policy grievance pursuant to Article 9 of the Collective Agreement.

J. This agreement shall terminate on January 31, 1995, unless the parties agree to renew it. If the agreement is not renewed, all contributions under sections C and D above will cease but funds unspent will continue to be managed by the Committee, according to the mandate described herein, until June 30, 1995, at which time any unspent funds (minus any outstanding liabilities) shall be returned to the Corporation and the Committee shall cease to function.

APPENDIX M.c.APPENDIX M;

PART-TIME EMPLOYEES' RETIREMENT SAVINGS PROGRAM.c.:PART-TIME EMPLOYEES' RETIREMENT SAVINGS PROGRAM;

The parties agree to establish a retirement savings program for part-time employees based upon the following terms and conditions:

1. A group Registered Retirement Savings Plan ("RRSP") and a Retirement Compensation Arrangement ("RCA") will be established, in accordance with the requirements of the applicable income tax legislation, at a financial institution to be agreed upon by the parties.
2. Eligible participants shall be regular, indeterminate part-time employees within the bargaining unit. For greater certainty, no employee who is eligible to participate under the Public Service Superannuation Act ("PSSA") and no term or casual employee shall be eligible to contribute to the group RRSP or benefit under the RCA.
3. Commencing with the calendar year 1992, eligible employees as defined above may contribute up to six point five percent (6.5%) of eligible

earnings as defined below to their RRSP and the Corporation shall contribute an equal amount to the RCA. Contributions in respect of any calendar year shall be made not later than the RRSP deadline provided under the applicable tax legislation for contributions in respect of the calendar year.

4. Eligible earnings shall be:

- (a) payments for regularly scheduled hours and extended hours at the applicable straight time wage rate set out in Appendix "A"; and
- (b) vacation pay; and
- (c) payments made in respect of injury on duty.

5. Contributions made by the Corporation to the RCA and by an employee to the group RRSP shall remain in these funds until:

- (a) the employee retires, at which time he/she shall be entitled to the full entitlement which has accrued to him/her (the Corporation's and the employee's contributions plus the return on contributions related to the Corporation's and the employee's contributions) and shall have the options available to him/her under the laws governing conversion of RRSP and RCA holdings; or
- (b) the employee dies, in which case the full entitlement which has accrued to him/her (the Corporation's and the employee's contributions plus the return on contributions related to the Corporation's and the employee's contributions) shall be paid to his/her designated beneficiary or his/her estate, if no beneficiary has been designated; or
- (c) the employee ceases to be an employee of the Corporation, in which case he/she shall be entitled to his/her own contributions plus the return on contributions related to the employee's contributions and shall have the options available to him/her under the laws governing conversion of RRSP holdings; or
- (d) the employee chooses to liquidate his/her RRSP, in which case he/she shall be entitled to the provisions of 5(c) above and shall not be eligible to participate under this program for a period of twelve (12) months from the date of liquidation; or
- (e) the employee becomes eligible to participate under the PSSA, at which time he/she shall be entitled to the following options:
  - i) his/her own contributions plus the return on contributions related to the employee's contributions and shall have the options available to him/her under the laws governing conversion of RRSP holdings; or
  - ii) the full entitlement which has accrued to him/her (the Corporation's and the employee's contributions plus the return on contributions related to the Corporation's and the employee's contributions) converted to an individual RRSP locked in until converted to an annuity in conformity with applicable laws; or
  - iii) the full entitlement which has accrued to him/her (the Corporation's and the employee's contributions plus the return on contributions related to the Corporation's and the employee's contributions) transferred to the Public Service Superannuation Fund, if allowed; and
- (f) once each year, on the anniversary date of the establishment of the RCA, the Corporation shall be entitled to withdraw from the RCA contributions made on behalf of employees who withdraw from the RRSP pursuant to 5(c),

5(d) or 5(e)(i) above and the return on contributions related to these Corporate contributions.

6. This Program shall remain in operation until the day on which eligible employees, as defined in section 2 above, are eligible as a group, to participate under the PSSA, or its successor if any, at which time contributions to the RRSP and the RCA shall cease. Employees shall then exercise the options available to them under section 5(e) above within six (6) months. Six (6) months after contributions have ceased, any remaining accrued entitlements shall be paid out to the participants under option 5(e)(i) and the balance of Corporate contributions and the return on contributions related to these Corporate contributions to which participants were not entitled pursuant to section 5 above shall be paid out to the Corporation from the RCA.

7. The parties agree that the Program, the RRSP and the RCA shall be structured in a tax-effective manner. The parties further agree that should the framework set out herein prove to be disadvantageous for income tax purposes, the parties may agree to an alternate structure which is consistent with the principles outlined herein.

8. The parties agree that "return on contributions" as used from time to time in this appendix shall mean the return on investments made by the group RRSP and the RCA minus the normal administrative charges and fees assessed by the financial institution on such plans.

Returns on contributions shall remain in the group RRSP and the RCA unless withdrawn pursuant to sections 5 or 6 above.

9. The parties undertake to draft and execute the full contractual agreement necessary to activate this program as described hereinabove within six (6) months of the date of signing of the Collective Agreement, subject to the Corporation's authority in law.

10. Should the parties be unable to resolve issues arising under section 9 above, within the specified time period, either party may file a national policy grievance pursuant to Article 9 of the Collective Agreement.

Recognizing that Bill C-55 (An Act to amend certain Acts in relation to pensions and to enact the Special Retirement Arrangements Act and the Pension Benefits Division Act) which would make part-time employees eligible to contribute to the Superannuation Account under the Public Service Superannuation Act, is presently before Parliament, the parties agree to postpone the actual execution of the full contractual agreement necessary to activate the group Retirement Savings Plan and Retirement Compensation Arrangement described in this Appendix, and implementation thereof until Bill C-55 receives Royal Assent and is proclaimed in force or such other date that the CUPW requests that the contractual agreement commences.

APPENDIX N.c. APPENDIX N;

FILLING VACANCIES.c.: FILLING VACANCIES;

1. The Corporation undertakes to identify the Group 1-PO Internal existing unencumbered, vacant, full-time positions that it intends to fill in accordance with paragraph (a) hereinafter. The Corporation undertakes to

identify the Group 2-PO External existing unencumbered, vacant, full-time positions in the bargaining unit that it intends to fill.

2. The parties agree, within seven (7) calendar days of the signing of the Collective Agreement, to establish a National Joint Committee to be composed of at least two (2) representatives of each party to determine the method of filling the vacant positions described in paragraph 1 above. In the event that the representatives of the parties cannot agree on the method of filling the vacant positions within fourteen (14) calendar days of the establishment of the Committee, notwithstanding the applicable provisions of Article 13 of the Collective Agreement, the following method of filling the vacant positions shall apply.

3. Notwithstanding the provisions of the applicable clauses of Article 13, the Group 1-PO Internal positions identified in paragraph 1 above will be filled in accordance with the following method:

(a) The vacant positions are first offered on the basis of seniority to regular employees of the class concerned in the following order of preference:

(i) employees in the same section in a post office, or in a post office if there are no sections;

(ii) employees within a post office.

(b) Where the provisions of paragraph (a) above have been complied with and the positions identified in paragraph 1 remain vacant, those positions and the vacant positions resulting from the application of paragraph (a) above shall be offered to regular part-time employees in the post office.

(c) Where the provisions of paragraphs (a) and (b) have been complied with and the positions identified in paragraph 1 remain vacant, those positions and the vacant positions resulting from the application of paragraphs (a) and (b) above shall be offered, in order of seniority, to an equivalent number of the most senior casual employees, who, as of the date of signing of the Collective Agreement have six (6) months of continuous service. For this purpose it is understood that a break in service of five (5) working days or less will not constitute a break in continuous employment.

4. Notwithstanding the provisions of the applicable clauses of Article 13, the Group 2-PO External positions identified in paragraph 1 above will be filled in accordance with the following method.

(a) Vacant positions shall be offered to part-time employees in the same class and function in the component, as defined in clause 36.10.

(b) Where the provisions of paragraph (a) have been complied with and the positions identified in paragraph 1 remain vacant, those positions and the vacant positions resulting from the application of paragraph (a) above, shall be offered in order of seniority to an equivalent number of term employees in the same function who, as of the date of signing of the Collective Agreement have six (6) months of continuous service. For this purpose, it is understood that a break in service of five (5) working days or less will not constitute a break in continuous employment.

5. Nothing in this agreement shall be construed as a guarantee of a minimum number of positions in the bargaining unit.



CENTRALIZED RELIEF GROUP - FOR GROUP 1-PO  
INTERNAL.c.:CENTRALIZED RELIEF GROUP - FOR GROUP 1-PO  
INTERNAL;

The current centralized relief systems in existence for postal stations will remain in effect for the term of the new Collective Agreement.

However, such systems may be subject to modifications following consultation at the local level.

APPENDIX P.c.APPENDIX P;  
PART-TIME POSITIONS IN GROUP 1-PO INTERNAL.c.:PART-TIME  
POSITIONS IN GROUP 1-PO INTERNAL;

1. During the negotiations, the parties have raised many issues with respect to part-time work. Some of the problems identified may find solutions through already agreed amendments to the Collective Agreement. Some other problems will require more in-depth analysis. The parties therefore agree to pursue their discussions, studies and analyses during the term of this Collective Agreement in order to find appropriate solutions to both parties' concerns with respect to part-time work.

2. Further, the parties agree that:

(a) the total number of part-time positions shall not exceed 4,200;  
(b) within the ceiling provided for in paragraph (a) above, the aggregate total number of part-time positions in post offices grades 7 and 8 shall not exceed 1,000;

(c) within the ceiling provided for in paragraph (a) above, the number of part-time positions as of 1<sup>st</sup> March 1985 will not increase by more than 125 in any one Division.

(d) Whenever practicable, part-time positions will be combined in order to create full-time positions.

3. The Corporation shall provide to the Union a monthly report giving:

(a) the total number of part-time positions in the bargaining unit during the preceding month;

(b) the number of part-time positions in each post office grades 7 and 8 during the preceding month;

(c) the number of part-time positions in each division during the preceding month.

APPENDIX Q.c.APPENDIX Q;

THE APPLICATION OF PARAGRAPH 5(a) OF CLAUSE 9.26.c.:THE  
APPLICATION OF PARAGRAPH 5(a) OF CLAUSE 9.26;

During the recent negotiations, the parties agreed that as a matter of principle, grievances shall be referred to arbitrators in the chronological order of their referral to arbitration and the provisions of paragraph 5(a) of clause 9.26 give effect to this agreement.

The parties also acknowledge that in every geographical area the arbitration hearings are held in different cities according to needs without

necessarily being held in all the cities where the Corporation has installations. On the other hand, the fact that there are many installations in large centres may also have an impact on the administration of the arbitration procedure.

Finally, the parties also acknowledge that clause 9.26 allows the grouping of grievances for hearing purposes under some conditions.

Therefore, the parties recognize that, while complying with the principle of chronological order, some flexibility is required. They therefore agree that, according to circumstances, the chronological order may be established on the basis of all the grievances of a geographical area, a region, a city, a group of cities, a postal installation or a group of postal installations, as well as between the grievances referred to in paragraph 11 of clause 9.26.

#### APPENDIX R.c.APPENDIX R;

#### ADMAIL WORKERS.c.:ADMAIL WORKERS;

1. The basic hourly rate for admail workers will be adjusted upwards by 15 per hour effective October 27, 1991; and 21 per hour effective August 1, 1992; and 17 per hour effective August 1, 1993; and 18 per hour effective May 1, 1994. The current method of payment calculation will be maintained.

2. It is further agreed that the Letter Carrier Assistant will continue to receive and segregate admail. Within sixty (60) calendar days of signing the Corporation will meet with the Union to review the method of staffing of induction centres dealing with the receiving and segregation of admail. Where the Union can suggest a practicable solution for staffing through Letter Carrier Assistants and/or PO5's the Corporation will adjust staff accordingly.

3. The Corporation shall endeavour to ensure that an admail worker receives a notice during the day prior to the day on which he/she is required to work. An admail worker shall not suffer any reprisal if he/she does not work on the day for which he/she did not receive a prior notice.

4. The Union agrees that the monthly Union dues deduction will not exceed the equivalent of one hour of the basic hourly rate of the admail worker for the life of the Collective Agreement, notwithstanding Article 4 of the Collective Agreement.

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

(a) where such errors results in the employee being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;

(b) where such an error results in an overdeduction of dues and the money has not been remitted to the Union, the Corporation shall reimburse the employee in the amount of the overdeduction. Such overdeduction shall be reimbursed under normal circumstances in the month following the month in which the overdeduction and the failure to remit the dues to the Union are verified.

5. Admail workers shall administer, handle and/or deliver only householder mail as described in paragraph 2.0(b) of Appendix "D". Such workers shall not administer, handle or deliver any other type of mail nor will they be allowed to impede the regular Letter Carriers in their assigned duties.

6. The Corporation agrees that the Union will be advised whenever "other means" in accordance with Appendix "D" are to be used for the delivery of admail.

When Letter Carriers deliver admail pursuant to this paragraph, they shall be compensated at the rate of two point five cents (2.5) per piece.

7. Admail workers will not be covered by any provisions of this Collective Agreement except for those provided for under this Appendix "R".

8. The provisions of this appendix may be the subject of a grievance presented in accordance with Article 9 of the Collective Agreement.

#### APPENDIX S.c.APPENDIX S;

#### ALTERED WORK WEEK/COMPRESSED WORK WEEK FOR MAIL SERVICE COURIERS.c.:ALTERED WORK WEEK/COMPRESSED WORK WEEK FOR MAIL SERVICE COURIERS;

During the negotiations for the renewal of the Collective Agreement, the Corporation proposed amendments to the Standard Work day of the Mail Service Courier performing certain functions. On account of the complexity of the proposed changes, the Corporation and the Union agree as follows:

The Corporation will study and determine its requirements for either an Altered Work Week and/or a Compressed Work Week. Following such studies, the National Parties will meet to seek to agree on whether tests or experiments will be implemented, and the parameters for such tests or experiments as may be mutually acceptable.

Following the completion of any such tests or experiments the National Parties will consult to seek to agree on the integration into the Collective Agreement of such revised work schedules as may be mutually acceptable for permanent application.

#### APPENDIX T.c.APPENDIX T;

#### SERVICE EXPANSION AND WORKPLACE DEVELOPMENT COMMITTEE.c.:SERVICE EXPANSION AND WORKPLACE DEVELOPMENT COMMITTEE;

A. 1. The Corporation and the Union recognize that job creation depends upon the Corporation's success in satisfying its customer base and in generating additional business opportunities and the impact of new initiatives to expand services. The parties further recognize that the efforts of employees and management are an important aspect of meeting customer service requirements. The parties agree to work together to identify ways of enhancing customer satisfaction, business growth and opportunities to create additional positions.

2. The Corporation and the Union also recognize that new opportunities may have new or enhanced skills requirements.

3. The Corporation and the Union therefore agree to the establishment of

a Service Expansion and Workplace Development Committee (the "Committee") with a mandate: 1) to identify initiatives which will create additional positions; 2) to establish pilot projects which will test the viability of the initiatives identified; 3) to evaluate the pilot projects to determine whether the initiative(s) can continue on a self-sustaining basis; 4) to support skills enhancement initiatives which will assist employees to benefit from opportunities which result from new initiatives and/or within the existing mix of jobs in the bargaining unit; and 5) to enhance the general skills of employees. To aid in the development of these skills, the Committee will have the mandate to review skills requirements and to assist in the development of programs to ensure that these requirements are met. The Committee shall also investigate general skills including but not limited to: literacy, completion of secondary school certification, post secondary education, computer skills, etc.

4. It is agreed that the Committee shall have the ability to establish pilot projects, provide seed money and fund positions during the period and using the budget set out below. It is also agreed that positions associated with initiatives which generate sufficient additional revenue to cover the cost of the position(s), including total labour costs and any net additional costs, as determined by independent financial evaluation, will be transferred from the budget of the Committee to the appropriate operational budget.

5. Without limiting the generality of the foregoing, the following areas shall be investigated by the Committee:

- (a) growth potential in current functions represented by the bargaining agent;
- (b) revenue and service implications of proposed job creation endeavours;
- (c) skills required for the performance of work which comes into the bargaining unit as a result of business opportunities or any changes within the Corporation;
- (d) skills required in the performance of work currently undertaken within the bargaining unit which will prepare employees for new or enhanced positions or which will enhance the general skills of employees;
- (e) co-operative opportunities including, but not limited to: government funding/training programs, community-based co-operative efforts with other employers.

The Corporation agrees to contribute to a Workplace Development Fund (the "Fund") based upon the following guidelines and administered by the Committee within the following mandate:

- B. Joint Service Expansion and Workplace Development Committee
  1. The Committee shall be established in the following manner:
    - (a) the Corporation and the Union shall each appoint three (3) representatives within thirty (30) days from the date of signing of the Collective Agreement;
    - (b) each party can replace an appointed member at any time;
    - (c) the appointed members will have ten (10) days to agree on an

independent advisor who shall assist the Committee and act as its chairperson with a right to vote on all propositions that are within the mandate of the Committee;

(d) if there is no agreement on the choice of the advisor, each party will designate within five (5) days an independent counsel who in turn will designate the advisor within ten (10) days.

2. The Committee shall:

(a) identify initiatives which will result in service improvement and revenue enhancement;

(b) project the number of positions which could be necessary as a result of the initiatives identified in (a) above;

(c) describe, establish and monitor pilot projects which will test the viability of the initiatives identified in (a) above and the quality of service enhancement and confirm or modify the number of positions which are necessary for such projects;

(d) select an independent evaluator who shall evaluate the pilot projects established under (c) above to determine whether the positions associated with the initiatives identified and tested would be self-sustaining, i.e. that they would generate sufficient additional revenue to cover the cost of the position(s), including total labour costs and any net additional costs;

(e) identify the skills requirements associated with these initiatives and determine the means by which they can be met;

(f) ensure that skills enhancement programs are made available to employees who may wish to benefit from the new opportunities associated with this program.

3. The Committee will determine its own rules of proceedings and all decisions shall be taken on the basis of a consensus. If a consensus cannot be reached, the decision will be taken by a simple majority vote.

4. The Committee shall meet as frequently as it deems necessary to fulfill its mandate, but at least twice a month and shall:

(a) receive monies from the Corporation as described herein and deposit these monies in the trust fund account described herein;

(b) maintain financial records of monies received and monies disbursed;

(c) ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants to be selected by the Committee;

(d) prepare periodic reports which display and monitor the Committee's activities and make these reports available to the Corporation and the Union;

(e) ensure all disbursements conform to both the policies laid out in this agreement and the specific policies and procedures which will be developed by the Committee;

(f) perform any other functions that the Committee deems appropriate to fulfill its mandate;

(g) one (1) of the three (3) union representatives appointed to the Committee above shall be granted full-time leave with pay. If the Union representative is not an employee of the Corporation, the salary of the

representative will be paid by the Corporation up to maximum of the highest increment level of a PO-5;

(h) the Committee shall not be empowered to create debts or liabilities or contingent liabilities which carry beyond June 30, 1995 and the amount incurred in any one fiscal year shall not exceed five hundred thousand dollars (\$500,000).

C. 1. The Committee will be provided with all relevant information including any cost benefit analysis conducted in connection with any proposal. Such information will be provided for the sole purpose of the work of the Committee.

2. When requested by the Corporation, the representatives of the Union on behalf of the Union will enter into an undertaking to keep confidential and to not disclose all proprietary information of the Corporation and any contractor.

3. A failure to provide such an undertaking shall relieve the Corporation of its obligations to provide such information under paragraph 1 above.

4. Any disagreement as to the application or interpretation of paragraphs 1 to 3 above will be referred to the arbitrator in accordance with clause 39.02(h) and (i) which will apply mutatis mutandis.

D. An independent trust fund shall be established to receive the monies from the Corporation described herein. Withdrawals or cheques drawn on this account shall require the signature of two (2) members of the Committee: one (1) from the Corporation and one (1) from the Union, and this requirement shall be defined in the banking arrangement documents to be completed by the Committee.

E. The Corporation shall, on September 30, 1992, deposit two hundred thousand dollars (\$200,000) in the trust fund established under Section B above, and shall, within fifteen (15) days after each quarter-end (March 31st, June 30th, September 30th and December 31st) commencing with the quarter ended December 31st, 1992, deposit an amount of seven hundred and fifty thousand dollars (\$750,000).

F. At no time shall the fund balance exceed five million dollars (\$5,000,000). Should a quarterly payment under Section E cause the fund to exceed five million dollars (\$5,000,000) then that payment shall be reduced such that the payment plus the fund balance prior to the payment shall not exceed five million dollars (\$5,000,000). If within sixty (60) days subsequent to the date of the reduced payment, the fund balance is reduced as a result of normal disbursements consistent with the mandate of the fund then all, or a portion, of the funds withheld shall be paid such that the fund balance is reinstated to a maximum of five million dollars (\$5,000,000). After sixty (60) days the amount of the funds withheld shall no longer be available.

G. All interest income shall accrue to the fund.

H. The parties agree that the fund, monies received by it (including but not limited to interest earned) and monies expended by it shall be structured in a manner which is most beneficial for employees.

I. This agreement shall terminate on January 31, 1995, unless the parties agree to renew it. If the agreement is not renewed, all contributions under Section E above will cease but funds unspent will continue to be managed by the Committee, according to the mandate described herein, until June 30, 1995 at

which time any unspent funds (minus any outstanding liabilities) shall be returned to the Corporation and the Committee shall cease to function.

APPENDIX U.c.APPENDIX U;

UNION EDUCATION FUND.c.:UNION EDUCATION FUND;

1. Canada Post Corporation agrees to pay, in the manner described in paragraph 3 below, into the CUPW Union Education Fund (the Fund) an amount equal to three cents (3) per regularly scheduled hour actually worked by all regular part-time and full-time employees during the quarter described in paragraph 3 below.

2. The Fund will be used exclusively for the purpose of the education in all aspects of trade unionism of employees of the Corporation who are members of the Union.

3. Such monies will be paid on a quarterly basis into a trust fund established and administered by the Union for the sole purpose of union education described above. The first payment into the Fund shall be made sixty (60) days after the completion of the first quarter commencing after the date of signing of the Collective Agreement. The quarters commence January 1, April 1, July 1, and October 1. Each payment will cover the quarter immediately prior to the payment.

4. The Union shall maintain financial records of monies received by and monies disbursed from the Fund. The Union shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and the Union shall ensure that all disbursements from the fund conform to the purpose described in paragraph 2 above, failing which all obligations under this appendix shall terminate.

5. Within thirty (30) days of the end of the fund accounting year, the Union shall provide the Corporation with a financial statement certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund and used exclusively for union education.

6. This appendix shall terminate on January 31, 1995 unless the parties agree to renew it and the final payment shall be made for the quarter commencing January 1, 1995.

APPENDIX V(1).c.APPENDIX V(1);

LETTER CARRIER ROUTE MEASUREMENT SYSTEM AND MAIL SERVICE COURIER WORKLOAD STRUCTURING SYSTEM.c.:LETTER CARRIER ROUTE MEASUREMENT SYSTEM AND MAIL SERVICE COURIER WORKLOAD STRUCTURING SYSTEM;

1.0 Time Values

1.1 The Manuals of Elemental Time Values and Standards dated October 1, 1984 have been developed in accordance with engineered standards and method study techniques.

1.2 The Tables of Application values dated October 1, 1984 have been developed in accordance with the Manuals of Elemental Time Values and

Standards.

1.3 The Corporation and the Union agree on the Tables of Application Values dated October 1st, 1984 as they apply to the Letter Carrier Route Measurement System and to the extent that they apply to the Mail Service Courier Workload Structuring System.

1.4 Actual values are agreed to, and the heretofore practice of "rounding off" of both time values and the average daily volumes has been eliminated, in order to assess the proper value to the function.

1.5 Should the introduction of new application Time Values be required as a result of the introduction of new standards or new procedures, such implementation will be subject to Section 2.0 hereafter.

2.0 Standards

2.1(a) Prior to the introduction of changes referred to in clause 1.5 above, to the established Standards, consultation will be held with the National Representatives of the Union who will have received prior to consultation, a copy of the Standards including an elemental breakdown of the job when applicable.

(b) Should either party at the National Level feel that a newly established or an existing standard needs to be revised, the matter will be subject to consultation at the National Level.

(c) In the application of clause (b) above, an existing standard shall only be modified when an adjustment of a minimum of plus or minus five per cent (5%) is required.

2.2 In the event that the matter has not been resolved to the satisfaction of the parties after meaningful consultation, a grievance may be filed by either party and submitted directly to formal arbitration. The burden of proof on an error or need for adjustment on a standard shall be on the party that files the grievance.

2.3 The arbitrator appointed or selected to hear such a grievance shall be knowledgeable in the field of engineered standards and method study techniques.

2.4 In considering a grievance arising in accordance with this procedure, the arbitrator will not have the power to change or modify any part of the aforementioned systems.

2.5 The introduction of a new or adjusted standard through agreement of the parties or resulting from an arbitration award will only be used for subsequent route assessments.

2.6 The parties shall have the right to be represented by "PROFESSIONALS" in the field of "WORKED STANDARDS", either at the consultation or arbitration process.

2.7 Any resultant change in a standard shall be incorporated into the Manuals of Elemental Time Values and Standards and the Tables of Application both dated October 1st, 1984.

2.8 Changes to the Mail Service Courier Workload Structuring System Manual or the Letter Carrier Route Measurement System Manual will not be made without National consultation with the Union.



APPENDIX V (2).c.APPENDIX V (2);  
DEFINITION OF LETTER CARRIER ROUTE MEASUREMENT SYSTEM AND  
MAIL SERVICE COURIER WORKLOAD STRUCTURING  
SYSTEM.c.:DEFINITION OF LETTER CARRIER ROUTE MEASUREMENT  
SYSTEM AND MAIL SERVICE COURIER WORKLOAD STRUCTURING  
SYSTEM;  
DEFINITIONS

Element:

A logical segment of a job cycle that is easily timed, with easily distinguished beginnings, and endings and that can be compared with similar elements in other jobs to be used in constructing predetermined times for an operation.

Elemental Time Values:

Predetermined times established through engineered methods to allocate the proper time necessary to perform one element.

Standard:

The sum total of all elements and allowances necessary for an average employee to complete a particular operation.

Professional:

A person who is knowledgeable and qualified in the field of engineered standards and method study techniques.

Route Assessments:

The time assessed for the average employee to complete a route based on established standards and a fixed volume of mail under normal conditions.

Over-Assessed Routes:

A full-time route which becomes assessed over four hundred and eighty (480) minutes or a part-time route assessed over three hundred and sixty (360) minutes.

Method Study Technique:

Means for determining the preferred method of performing work and a means for measuring work.

APPENDIX V(3).c.APPENDIX V(3);  
OVER-ASSESSED ROUTES.c.:OVER-ASSESSED ROUTES;

1. The Corporation agrees to a payment system for letter carrier walks/routes assessed in excess of four hundred and eighty (480) minutes.
2. Straight time payment will commence only when the over-assessed walk/route is triggered at four hundred and eighty-five (485) minutes or above.
3. The employee who is the regular employee on the walk/route, or the employee who is on the walk/route for the majority of the month shall receive the full over-assessment payment for the month. Relief employees are excluded from the requirements of clause 7 of this appendix.
4. The over-assessed walk/route will detrigger when the over-assessment falls below four hundred and eighty-five (485) minutes.
5. Payment

The incumbent of the walk/route will be paid retroactively, either six (6) months or the length of time on the walk/route, whichever is less for full minutes that the walk/route is over-assessed.

Each subsequent payment will be made on a monthly basis.

6. The payment for over-assessed routes will be for all full minutes over four hundred and eighty (480) provided that the route has been triggered.

7. In order to be eligible for retroactive payment, the regular incumbent of the walk must be on the walk when the over-assessed walk is triggered.

Note: When the one-half («) hour paid lunch is structured into an individual walk/route in accordance with Article 14, it will be considered as assessed time for the purposes of calculating the four hundred and eighty (480) minutes work day in this appendix.

APPENDIX W.c.APPENDIX W;

NO CONTRACTING OUT OF WORK PERFORMED BY MAIL SERVICE COURIERS.c.:NO CONTRACTING OUT OF WORK PERFORMED BY MAIL SERVICE COURIERS;

The Corporation has no intention of contracting out the clearance of street letter boxes and relay bundle deliveries where such contracting out would result in surplus employees between the date of signing of the Collective Agreement and January 31, 1995.

Accordingly, this appendix will confirm that the Corporation will not contract out the clearance of street letter boxes and relay bundle deliveries that are normally, regularly and actually performed by the employees within the bargaining unit between the date of signing of the Collective Agreement and January 31, 1995.

The Corporation will not contract out other work normally, regularly and actually performed by Mail Service Couriers without providing adequate notice to the Union. Such notice will be provided to the National level of the Union no later than nine (9) months prior to the proposed implementation date of the contract.

The provisions of clause 39.02 shall apply.

APPENDIX X.c.APPENDIX X;

THE APPLICATION AND INTERPRETATION OF ARTICLE 29 - TECHNOLOGICAL CHANGE.c.:THE APPLICATION AND INTERPRETATION OF ARTICLE 29 - TECHNOLOGICAL CHANGE;

In the course of negotiations, the parties agreed that the definition of technological change in clause 29.01 would not be interpreted to include or be applied to operational changes that were not considered to be technological changes under the Collective Agreement that covered employees in Group 2-PO External that expired on July 31, 1989. Examples of such changes are, but not limited to, the movement or change in quantity of street furniture or manual sortation equipment, additions to the corporate fleet, etc.

APPENDIX Y.c.APPENDIX Y;

CITY MAIL VOLUME INDEX.c.:CITY MAIL VOLUME INDEX;

Recognizing that concerns have been expressed by the Union about the City Mail Volume Index, the Corporation undertakes as follows:

- (a) to establish a joint study to investigate the manner in which the City Mail Volume Index is determined and applied, the cost of such a study to be paid for by the Corporation. The cost of this study including consultants fees and all costs to the Corporation shall not exceed five hundred thousand dollars (\$500,000);
- (b) that, within sixty (60) days of the signing of this Agreement, the parties shall consult to establish the terms of reference of the study and to select the consultant(s) who may be used in this study;
- (c) that the study will commence no later than March 1, 1993 and will be completed no later than September 30, 1994; and
- (d) once the selected consultant(s) produce their report(s), the parties will meet, and through consultation evaluate the report(s) and will seek to agree on the implementation of recommendations for revision to the City Mail Volume Index, if any.
- (e) It is understood that any revisions to the City Mail Volume Index will be implemented in future restructurings in accordance with the normal rules of application contained in the Letter Carrier Route Measurement System.
- (f) It is understood that this undertaking does not establish a precedent for any future changes to the Letter Carrier Route Measurement System.

APPENDIX Z.c.APPENDIX Z;

MANPOWER AGREEMENTS AND RELATED MATTERS.c.:MANPOWER AGREEMENTS AND RELATED MATTERS;

In order to resolve some of the concerns raised by both parties during negotiations, the parties agree as follows:

1. The Corporation and the Union may request that consultation be conducted at the national level for the purpose of determining whether a Manpower Committee agreement is in force, and if so, may request further consultation for the purpose of revising, amending or rescinding such agreement.
2. Where such a request is made, the parties shall engage in constructive consultation in order to reach an agreement.
3. If the parties cannot reach an agreement, the issue(s) may be referred to arbitration at the request of either party.
4. The arbitrator shall be selected by the parties. If they cannot agree, the arbitrator shall be appointed by the Minister of Labour.
5. The decision of the arbitrator on the issue(s) shall be final and binding upon the parties.
6. For greater clarity the provisions of paragraphs 1 to 5 above shall also apply to the Mail Redirection Label System.

SIGNED AT OTTAWA, this 31st day of the month of July, 1992.

The

Canada Post  
Corporation

A. Sauriol

M. Dub,

M. MacInnis

P. MacDonald

L. Anderson  
The  
Canadian Union of  
Postal Workers

D. Tingley

J. Fehr

P. Arbour

P. Whitaker

L. Bue

D. Hardy

S. Drouin

J. Campbell

L. Comtois

B. Butcher

G. MacKenzie

## TABLE OF CONTENTS

	PAGE	
ARTICLE 1		
PURPOSE OF AGREEMENT		
1.01	Purpose	1
ARTICLE 2		
MANAGEMENT RIGHTS		
2.01	Rights	1
ARTICLE 3		
RECOGNITION		
3.01	Sole and Exclusive Bargaining Agent	1
3.02	Consultation and Discussion	1
3.03	Full Force and Effect	2
3.04	Union Access to Place of Employment	2
3.05	Rights of Union Representatives	2
ARTICLE 4		
UNION DUES		
4.01	Compulsory Check-Off	3
4.02	Setting of Dues	3
4.03	Dues Begin Immediately	3
4.04	Remit Dues the Next Month	4
4.05	Corporation's Liability on Check-Off	4
4.06	Additional Information	4
4.07	Compulsory Membership	5
4.08	T4 Slips	5
4.09	Check-Off for Life Insurance for Group	5

ÿ2-PO External

ARTICLE 5  
DISCRIMINATION

5.01	Discrimination	6	
5.02	Use of Leave Provisions		6
5.03	Polygraph Testing	6	
5.04	Interpreter for Hearing Impaired Employees		6

ARTICLE 6  
COMMUNICATIONS

6.01	Information Essential to the Union		7
6.02	Notification of the Union	7	
6.03	New Employees	7	

ii

PAGE

6.04	Organizational Charts		8
6.05	List of MAPP Areas, Plants and Post Offices		8
6.06	Term Employment Contract for Groupÿ2-PO External		8

ARTICLE 7  
CORRESPONDENCE AND CONTACTS

7.01	Contacts	9	
------	----------	---	--

ARTICLE 8  
LABOUR-MANAGEMENT MEETINGS

8.01	Principle	9	
8.02	Time and Location of Meetings		9
8.03	Level of Consultation	10	
8.04	Consultation Between Union Locals and Local Management		10
8.05	Local Agreements	10	
8.06	Right to Grieve and to Refer Grievances to Arbitration		11
8.07	Grievance Procedure Separate		11
8.08	Violations	11	

8.09	Paid Attendance	11	
8.10	Reference of Disagreement	12	
8.11	Minutes of Union/Management Meetings		12
8.12	Union Representatives	12	

ARTICLE 9  
GRIEVANCE AND ARBITRATION PROCEDURE

9.01	Definitions	12	
9.02	Representatives	13	
9.03	Recognition of Union Stewards	13	
9.04	Rights and Responsibilities of Union Stewards	14	
9.05	Rights of Employees to Complain		14
9.06	Right to Present a Grievance	14	
9.07	Right to Present a Policy Grievance		14
9.08	Presentation of Grievances	15	
9.09	Time Limit on Initial Grievance	16	
9.10	Corporation's Reply	17	
9.11	Failure to Reply by the Corporation		17
9.12	Description of the Grievance	17	
9.13	Substance of Grievance Takes Priority		17
9.14	Content of the Reply	18	
9.15	Codification and Copies of Grievances		18

iii

PAGE

9.16	Desirability of Holding Regular Grievance Meetings	18	
9.17	Permission to Leave Work	18	
9.18	Withdrawal of Grievances	19	
9.19	Final Decision	19	
9.20	Changes in Time Limits	19	
9.21	Grievance by Mail	20	
9.22	If Grievance not Received	20	
9.23	Right to Arbitration	20	
9.24	Reference to Arbitration	21	
9.25	Sole Arbitrator	21	
9.26	Arbitration Procedure and Lists of Arbitrators	21	
9.27	Hearing of the Grievance	32	
9.28	Location of the Sitzings of Arbitration		32
9.29	Burden of Proof Concerning Qualifications		32
9.30	Visit to Place of Work	32	

9.31	Interim Decision	33	
9.32	Award Must State Grounds		35
9.33	General Powers of the Arbitrator		36
9.34	Restriction of Power	36	
9.35	Final Decision	36	
9.36	Costs of Arbitrators	36	
9.37	Future Cases	37	

## ARTICLE 10

### DISCIPLINE, SUSPENSION AND DISCHARGE

10.01	Just Cause and Burden of Proof		37
10.02	Personal File	37	
10.03	Access to Personal File		38
10.04	Interviews	38	
10.05	Employee-Steward Relationship Confidential		39
10.06	Right to Representation		39
10.07	No Right to Discipline	39	
10.08	Termination of Employment		39
10.09	Release for Incompetence		40
10.10	Release for Incapacity		40

## ARTICLE 11

### SENIORITY

11.01	Continuous Employment		40
11.02	Seniority	41	
11.03	Seniority in Group 1-PO Internal		41
11.04	Seniority of Employees in Group 2-PO External		41
11.05	Seniority in Group 3-GL&T		43

iv

### PAGE

11.06	Seniority in Group 4-EL		44
11.07	Seniority in Group 5-GS		44
11.08	Seniority in the Bargaining Unit		45
11.09	Accumulation of Seniority While on Leave		46
11.10	No Accumulation for Group 1-PO Internal		46
11.11	No Accumulation for Group 3-GL&T and Group 5-GS		46
11.12	Accumulation of Seniority	47	
11.13	Loss of Seniority for Group 1-PO Internal		47
11.14	Loss of Seniority for Group 2-PO External		48



11.15	Loss of Seniority - Groupý3-GL&T	49
11.16	Loss of Seniority - Groupý5-GS	49
11.17	Days Lost or Gained	49
11.18	Break in Service	50
11.19	Seniority Lists	50
11.20	Emergency Suspension of Seniority	51
11.21	Use of Seniority	51
11.22	Use of Seniority in Groupý1-PO Internal	51

## ARTICLE 12

### PREFERRED ASSIGNMENTS

12.01	Preferred Assignments in Staff Post Offices Grades 9 and Up	52
12.02	Authorization for Counter Credits	52
12.03	Method of Assignment	53

## ARTICLE 13

### FILLING REGULAR VACANCIES

#### (A) GENERAL PROVISIONS

13.01	Shifts for Groupý1-PO Internal, Groupý3-GL&T, Groupý4-EL and Groupý5-GS	53
13.02	Rotating and Fixed Positions	54
13.03	Position in Groupý1-PO Internal, Groupý3-GL&T, Groupý4-EL and Groupý5-GS	54
13.04	Vacant Position in Groupý1-PO Internal, Groupý3-GL&T, Groupý4-EL and Group 5-GS	54
13.05	Methods of Filling Vacant Positions	55
13.06	Application	55
13.07	Vacant Positions Filled by Hiring	56
13.08	Notice of Appointment	56
13.09	Notice of Vacant Position	57
13.10	Expenses Incurred	57

v

#### PAGE

13.11	Acquiring Knowledge in Groupý1-PO Internal, Groupý2-PO External and Groupý5-GS	57
-------	---	----

(B)	SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 1-PO INTERNAL		
13.12	Vacant Positions Filled by Transfer Within an Office		57
13.13	Vacant Positions Filled by Employees in Groupý1-PO Internal	58	
13.14	Vacant Positions Filled by Other Employees		58
13.15	Temporary Exception	58	
13.16	System of Work	58	
13.17	Annual Bidding for Groupý1-PO Internal		59
13.18	Bilingual Positions in Groupý1-PO Internal		59
13.19	Method of Assignment to a Preferred Assignment		60
13.20	Posting of Vacant Positions	60	
(C)	SELECTION OF VACANT POSITIONS AND ASSIGNMENTS IN GROUP 2-PO EXTERNAL		
13.21	Selection of Assignments and Vacant Positions in Groupý2-PO External		61
13.22	Filling of Vacant Positions in Groupý2-PO External	61	
13.23	Filling of Vacant Mail Service Courier (Heavy Vehicle) POýEXTý3 Position	63	
13.24	Vacant Positions Filled by Other Employees		64
13.25	Selection of Assignments in Groupý2-PO External	64	
13.26	Extension of Hours on Part-time Positions	65	
13.27	Former Assignments	65	
13.28	Reorganization of Assignments in Groupý2-PO External		65
(D)	SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 3ÄGL&T		
13.29	Vacant Positions in Groupý3-GL&T Filled by Transfer Within an Office		66
13.30	Vacant Positions Filled by Transfer, Promotion or Demotion	66	
13.31	Vacant Positions in Groupý3-GL&T Filled by Other Employees		66
13.32	Annual Bidding	67	
13.33	Fixed Shift System	67	

## PAGE

(E)	SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 4ÄEL		
13.34	Vacant Positions in Group 4-EL Filled by Transfer Within an Office	67	
13.35	Vacant Positions in Group 4-EL Filled by Transfer, Promotion or Demotion	68	
13.36	Vacant Positions in Group 4-EL Filled by Other Employees	68	
(F)	SELECTION OF POSITIONS, ASSIGNMENTS AND SHIFTS IN GROUP 5ÄGS		
13.37	Vacant Positions in Group 5-GS Filled by Transfer Within an Office	68	
13.38	Vacant Positions Filled by Transfer, Promotion or Demotion	69	
13.39	Vacant Positions Filled by Other Employees		69
13.40	Fixed Shift System	69	
ARTICLE 14			
HOURS OF WORK			
14.01	Normal Work Week - Full-time Employees	69	
14.02	Hours of Work - Part-time Employees	72	
14.03	Definitions and Standards	73	
14.04	Meal and Rest Periods - Full-time Employees	74	
14.05	Rest and Meal Periods - Part-time Employees in Group 1-PO Internal	76	
14.06	Rest and Meal Periods - Part-time Employees in Group 2-PO External	77	
14.07	Start Times for Group 3-GL&T and Group 5-GS	78	
14.08	Shift Times for Group 4-EL	78	
14.09	Schedules of Work for Group 1-PO Internal	79	
14.10	Schedules of Work for Group 2-PO External		79
14.11	Schedules of Work for Group 3-GL&T, Group 4-EL and Group 5-GS	79	
14.12	Alteration of Shift of an Employee in Group 1-PO Internal and Group 2-PO	80	

14.13	External Change in Hours of Work in Group 3-GL&T and Group 5-GS	81
14.14	Alteration of Shift of an Employee in Group 3-GL&T and Group 5-GS	81

vii

PAGE

14.15	Change in Schedule or Cycle in Group 4-EL	81
14.16	Change in Shift in Group 4-EL	82
14.17	Change in Scheduled Hours of Work in Group 4-EL	83
14.18	Reporting for Work for Employees in Group 1-PO Internal and Group 2-PO External	84
14.19	Wash-up Time	84
14.20	Rotation of Duties of Employees in Group 1-PO Internal	84
14.21	Shifts not Commencing and Ending on the Same Day for Group 3-GL&T and Group 5-GS	85
14.22	Shifts not Commencing and Ending on the Same Day for Group 4-EL	85
14.23	Weekend Staff for Group 1-PO Internal	85
14.24	Days of Rest, Weekend Work for Group 3-GL&T	85
14.25	Days of Rest, Weekend Work for Group 4-EL	86
14.26	Headquarters for Group 4-EL	88
14.27	Period of Rest Between Two Shifts	88
14.28	Statement of Hours Worked by Employees in Group 1-PO Internal and Group 2-PO External	89
14.29	Night Shift in Group 1-PO Internal	89
14.30	Day Shift Positions	89
14.31	Variation in Hours in Group 3-GL&T and Group 5-GS	90
14.32	Summer and Winter Hours, Flexible Hours in Group 3-GL&T and Group 5-GS	90
14.33	Exception for Group 3-GL&T and Group 5-GS	91
14.34	Exception for Group 4-EL	91
14.35	Minimum and Maximum Hours in Group 4-EL	91
14.36	Shift Exchange in Group 4-EL	91
14.37	Encroachment in Group 4-EL	92
14.38	Change of Employee Status in Group 4-EL	92

ARTICLE 15  
OVERTIME

15.10	Rates	93	
15.02	Meal and Rest Periods		93
15.03	Overtime Notice and Guarantee		95
15.04	Posting of Lists	95	
15.05	Eligibility	95	
15.06	Definition of Equal Opportunity in Group 1-PO Internal and Group 2-PO External		96

viii

PAGE

15.07	Order of Priority for Group 1-PO Internal		96
15.08	Assignment of Overtime for Group 2-PO External		96
15.09	Definition of an Opportunity in Group 1-PO Internal and Group 2-PO External	97	
15.10	Allocation of Overtime Work for Groups 3-GL&T, 4-EL and 5-GS		97
15.11	Order of Solicitation for Overtime for Groups 3-GL&T, 4-EL and 5-GS		97
15.12	Modification of a List	99	
15.13	No Loss of Opportunity		99
15.14	Compulsory Overtime		99
15.15	Failure to Post	100	
15.16	Regular Assignment to Different Installations	100	
15.17	Administration	100	
15.18	Penalty for Bypassing		100
15.19	Itemized Statement	101	
15.20	Alternative Arrangements		101
15.21	Definition of Complement for Group 1-PO Internal		101
15.22	Equal Opportunity for Part-time Letter Carriers and Part-time Mail Service Couriers	101	
15.23	New Employees for Group 3-GL&T, Group 4-EL and Group 5-GS		102
15.24	Resetting the Overtime Accounts for Group 3-GL&T, Group 4-EL and Group 5-GS Employees		102

15.25	Employees in Group 3-GL&T, Group 4-EL and Group 5-GS on Leave or on Training	102	
15.26	Standby for Group 3-GL&T and Group 5-GS		103
15.27	Standby for Group 4-EL	103	
15.28	Employee in Groups 3-GL&T, 4-EL or 5-GS Serving a Suspension		104
15.29	Employee in Groups 3-GL&T, 4-EL or 5-GS Not on Duty		105
15.30	Transportation Allowance for Group 3-GL&T and Group 5-GS		105
15.31	Transportation Allowance for Group 4-EL	106	
15.32	Compensation for Overtime for Group 2-PO External		106
15.33	Compensation for Overtime for Group 3-GL&T and Group 5-GS	107	
15.34	Compensation for Overtime for Group 4-EL	107	
15.35	No Pyramiding in Group 1-PO Internal and Group 2-PO External	108	

ix

## PAGE

### ARTICLE 16

#### SHIFT AND WEEKEND PREMIUMS

16.01	Shift Premiums	108
16.02	Weekend Premium	109

### ARTICLE 17

#### WORK ON A DAY OF REST, CALL-BACK AND UNCOVERED LETTER CARRIER WALKS OR MAIL SERVICE COURIER ASSIGNMENTS

17.01	Work on a Day of Rest	110
17.02	Call-Back	110
17.03	Meal and Rest Periods	111
17.04	Coverage of Uncovered Letter Carrier Routes or Mail Service Courier Assignments	112
17.05	Coverage of Uncovered Letter Carrier Routes	115
17.06	Coverage of Known Periods of Absence	118

### ARTICLE 18

#### DESIGNATED PAID HOLIDAYS

18.01	Designated Paid Holidays	119
18.02	Designated Holiday During Vacation	120

18.03	Eligibility for Designated Holidays	121
18.04	Entitlement - Part-time Employees	121
18.05	Rest Day Moved	121
18.06	Leave on Rest Day Moved	121
18.07	Work on a Rest Day Moved	121
18.08	Guarantee	122
18.09	Meal and Rest Periods	122
18.10	Rates	123
18.11	Compensation for Work on a Holiday for Group 3-GL&T, Group 4-EL and Group 5-ÄGS	123
18.12	Method of Assigning Holiday Work for Group 1-PO Internal, Group 3-GL&T, Group 4-EL and Group 5-GS	125
18.13	Work on a Designated Paid Holiday for Group 2-PO External	125
18.14	Reduction of Staff	126

#### ARTICLE 19

#### VACATION LEAVE

19.01	Entitlement	127
19.02	Fractional Rate	128
19.03	Fractional Entitlement	128

x

#### PAGE

19.04	No Leave During First Six Months	128
19.05	Displacement of Vacation Leave	128
19.06	Accumulation of Vacation Leave	129
19.07	Vacation Pay Upon Termination	129
19.08	No Payback in the Event of Death	130
19.09	Entitlement to Furlough Leave	130
19.10	Vacation Pay	130
19.11	Vacation Pay Advance	132
19.12	No Work During Vacation Leave	133
19.13	Pre-retirement Leave	133
19.14	Vacation Leave Schedule	133
19.15	Number of Employees on Vacation Leave in Group 1-PO Internal, Group 3-GL&T, Group 4-ÄEL and Group 5-GS	134
19.16	Number of Employees on Vacation Leave in Group 2-PO External	135

19.17	Replacements for Vacation Leave in Group 1-PO Internal	138
19.18	Bidding for Vacation	139

ARTICLE 20  
SICK LEAVE

20.01	Entitlement	139
20.02	Accumulation of Sick Leave	139
20.03	No Loss of Credits During Leave of Absence Without Pay	140
20.04	No Loss of Credits During Three-Month Separation	140
20.05	Notify Corporation of Illness	140
20.06	Casual Sick Leave	141
20.07	Sick Leave Forms	141
20.08	Medical Certificate	141
20.09	Reporting Back on Duty	141
20.10	Deduction of Sick Leave Credit	142
20.11	Sick Leave Without Pay and Borrowed Leave	142
20.12	Access to Information	146
20.13	No Loss for Quarantine	146
20.14	Return of Credits During Period of Compensatory Leave for Group 3-GL&T and Group 5-GS	146

ARTICLE 21  
SPECIAL LEAVE

21.01	Marriage Leave	147
-------	----------------	-----

xi

PAGE

21.02	Bereavement Leave	147
21.03	Leave for Other Reasons	151
21.04	Restrictions on Special Leave	151
21.05	Scheduled Working Day	151

ARTICLE 22  
MEDICAL BOARDS

22.01	Veterans	152
-------	----------	-----



ARTICLE 23  
PARENTAL RIGHTS

23.01	Right to Maternity Leave	152	
23.02	Maternity Leave Allowance	153	
23.03	Rate of Allowance	154	
23.04	Birth or Adoption Leave	155	
23.05	Paternity Leave	155	
23.06	Adoption Leave	157	
23.07	Adoption Leave Allowance Eligibility		157
23.08	Rate of Allowance	158	
23.09	Leave Without Pay for the Care and Nurturing of Pre-School Age Children for Group 3-GL&T and Group 5-GS		159

ARTICLE 24  
INJURY-ON-DUTY LEAVE

24.01	Eligibility for Leave	160	
24.02	Part-time Employees - Injury-on-Duty Leave		160

ARTICLE 25  
ISOLATED POST ALLOWANCE

25.01	Travel Leave	161	
25.02	Transportation Problems	161	
25.03	Allowance for Work in an Isolated Post		161

ARTICLE 26  
LEAVE FOR UNION BUSINESS

26.01	Full-time Union Officers	162	
26.02	Convention Delegates and Union Representatives		162
26.03	Conference and Seminar Delegates		162
26.04	Work on Behalf of the Union	162	
26.05	Granting of Leave	163	
26.06	Employees to Remain on Payroll		163

xii

PAGE

ARTICLE 27  
OTHER LEAVES OF ABSENCE

27.01	Education Leave	163	
27.02	Leave by Request and Military Leave		166
27.03	Court Leave	166	
27.04	Personnel Selection Leave	167	
27.05	Leave Without Pay for Personal Needs for Group 3-GL&T and Group 5-GS		168
27.06	Leave Without Pay for Relocation of Spouse for Group 3-GL&T and Group 5-GS		168
27.07	Examination Leave With Pay for Group 3-GL&T, Group 4-EL and Group 5-GS	169	
27.08	Career Development Leave With Pay for Group 3-GL&T and Group 5-GS		169

ARTICLE 28  
SEVERANCE PAY

28.01	Resignation	170	
28.02	Retirement	171	
28.03	Death	171	
28.04	Full-time - Part-time Employees		171
28.05	Termination of Employment		171

ARTICLE 29  
TECHNOLOGICAL CHANGES

29.01	Definitions	172	
29.02	Adverse Effects to be Eliminated		172
29.03	Notice	172	
29.04	Pertinent Information Included	173	
29.05	Labour-Management Meetings on Changes		173
29.06	Agreement	173	
29.07	Disagreement	174	
29.08	Right to Grieve and to Refer Grievances to Arbitration		174
29.09	Appointment of the Arbitrator	174	
29.10	Time Limits and Decisions of the Arbitrator		174
29.11	Protection of Employees	175	
29.12	Application of the Collective Agreement		176

ARTICLE 30  
GROUP INSURANCE PLANS

30.01	Group Surgical-Medical Insurance	177	
30.02	Public Service Health Insurance Regulations		177
30.03	Dental Plan	177	
30.04	Hearing and Vision Plan	178	
30.05	Disability Insurance Plan	178	

ARTICLE 31  
WICKET/COUNTER EMPLOYEES

31.01	Training	179	
31.02	Security	179	
31.03	Wicket/Counter Audit	179	
31.04	Protection Against Shortage	180	

ARTICLE 32  
TRANSPORTATION AND TRAVEL

32.01	Transportation Between Facilities	180	
32.02	When Transportation is to be Provided - Group 2-PO External	181	
32.03	Transportation Methods	181	
32.04	Emergency Situations	181	
32.05	Determination of Modes of Transportation	182	
32.06	Private Vehicle	182	
32.07	Travelling Time for Group 3-GL&T and Group 5-GS	185	
32.08	Travelling Time for Group 4-EL	188	

ARTICLE 33  
HEALTH AND SAFETY

33.01	Policy Statement	189	
33.02	Corporation's Obligations	190	
33.03	Joint Health and Safety Committees	191	
33.04	Rights and Obligations of the Union	194	
33.05	Rights and Obligations of Employees	195	
33.06	Information and Investigations Concerning Work Accidents	195	
33.07	Free Transportation in the Event of Serious Illness or Injury	196	
33.08	First Aid Training	196	
33.09	First Aid	197	

33.10	Medical Examinations	197
33.11	Motorized Equipment	198

xiv

PAGE

33.12	Restriction on Lifting	199
33.13	Right of Refusal	199
33.14	Observance of Environment Standards	201
33.15	Measuring the Quality of the Environment	201
33.16	Administration of the Legislation	202
33.17	Wages Maintained	202
33.18	Night Workers' Leave	202
33.19	Rest Periods on Coding Functions	205
33.20	Pregnant Employees	206
33.21	Noise Level	206
33.22	Dog Problem	207
33.23	Vehicles	207
33.24	Mail Service Courier and Letter Carrier Motor Vehicle Operators	208
33.25	Studies	209
33.26	Stools	209
33.27	Dangerous Goods	210
33.28	Warning and Communication Systems for Hearing Impaired Employees	210
33.29	Power Units	210
33.30	Protective Footwear	210

ARTICLE 34

UNIFORMS AND PROTECTIVE CLOTHING

34.01	Entitlement	211
34.02	Standards	222
34.03	Using Up Inventory	222
34.04	New Employees' Issue	222
34.05	Boots and Gloves	223
34.06	Temporary Equipment Loan	224
34.07	Regular Dates of Issue	224
34.08	Early Replacement	224
34.09	Corporation's Property	224
34.10	Uniform Standards	225
34.11	Exchange Items	225
34.12	Intermittent Outside Duties	226
34.13	Postal Aprons	226
34.14	Duster Coats	226

34.15      Cleaning      226

ARTICLE 35

PAYMENT OF WAGES AND ALLOWANCES

35.01      Rates            226  
35.02      Implementation            227  
35.03      Retroactivity            227  
35.04      Work in Another Classification      228  
xv

PAGE

35.05      Rate of Pay - Reclassification      228  
35.06      Pay Day and Itemized Statement of Payments      228  
35.07      Recovery of Overpayment      230  
35.08      Mileage Allowance      230  
35.09      Issuance of Premium Pay      230  
35.10      Pay Increase on Promotion      230  
35.11      Cost of Living Allowance (C.O.L.A.)      230  
35.12      Red Circling for Group 3-GL&T and  
            Group 5-GS      233

ARTICLE 36

GENERAL

36.01      Physical Facilities for Employees      236  
36.02      Bulletin Boards      236  
36.03      Plural or Feminine Terms May Apply      237  
36.04      Copies of the Collective Agreement      237  
36.05      Parking Areas      237  
36.06      Amendments to Legislation      237  
36.07      Employees Covered by the Collective  
            Agreement      238  
36.08      Subtitles      238  
36.09      Positions Outside the Bargaining Unit      238  
36.10      Definition of Component for Group 2-PO  
            External      238  
36.11      Definition of Working Day      238  
36.12      Walk/Route Information      239

ARTICLE 37

CONDITIONS NOT COVERED IN  
COLLECTIVE AGREEMENT

37.01      Conditions Not Covered      239

ARTICLE 38  
CHANGES IN JOB TITLES AND/OR  
JOB DESCRIPTIONS

38.01	Definition of Class and Classification for Group 1-PO Internal	240
38.02	Job Descriptions	240

ARTICLE 39  
WORK IN THE BARGAINING UNIT

39.01	Work in the Bargaining Unit	240
39.02	Contracting Out	241
39.03	Staffing in Groupý1-PO Internal	243

xvi

PAGE

39.04	Work Force in Groupý1-PO Internal	243
39.05	Staffing During the Christmas Period for Groupý1-PO Internal	243
39.06	High Mail Volume Situation in Group 1-PO Internal	244
39.07	Use of Part-time Employees	244

ARTICLE 40  
TRAINING

40.01	Definition	245
40.02	Right to Training	245
40.03	Method of Training	245
40.04	Guarantee	246
40.05	Period of Training	246
40.06	Training Costs	246
40.07	Licensing and Examination Fee	246
40.08	Federal Study Centre for Groupsý3-GL&T and 4-EL	246

ARTICLE 41  
MEASUREMENT AND SURVEILLANCE

41.01	Group Measurement	247
41.02	Surveillance	247

ARTICLE 42  
SUPERANNUATION

42.01	Information on Superannuation	248
-------	-------------------------------	-----

ARTICLE 43

DURATION OF COLLECTIVE AGREEMENT

43.01	Term of the Agreement	248
43.02	Extension of Collective Agreement	249
43.03	Appendices	249
43.04	Period of Application	249
43.05	Notice to Bargain	249

ARTICLE 44

WORKING CONDITIONS OF TERM AND CASUAL EMPLOYEES

44.01	Working Conditions of Term Employees in Group 2-PO External	249
-------	---	-----

xvii

PAGE

44.02	Short Term Employees in Group 2-PO External Less Than Twenty (20) Working Days	250
44.03	Long Term Employees in Group 2-PO External Twenty (20) Working Days or More and Less Than Three (3) Months	250
44.04	Term Employees in Group 2-PO External Three (3) Months or More	251
44.05	Probation Term Employees - Group 2-PO External	251
44.06	Notice, or Wages in Lieu of Notice - Term Employees Group 2-PO External	251
44.07	Seniority Rights	252
44.08	Seniority List	253
44.09	Superannuation Acts and Other Benefits	253
44.10	Vacation Pay	254
44.11	Termination of Employment	254
44.12	Working Conditions of the Casual Employee in Group 1-PO Internal	254
44.13	Use of Term Employees in Group 3-GL&T and Group 5-GS	255
44.14	Working Conditions of Term Employees in Group 3-GL&T and Group 5-GS	255

ARTICLE 45

TRANSFER - PROMOTION - DEMOTION - RECLASSIFICATION

45.01	Definitions	256	
45.02	Transfer, Promotion, Demotion		256
45.03	Reclassification	256	

ARTICLE 46

REORGANIZATION OF MAIL SERVICE  
COURIER AND MAIL SERVICE COURIER  
(HEAVY VEHICLE) ASSIGNMENTS

46.01	Major or Minor Reorganization		259
46.02	Major Reorganization	264	
46.03	Minor Reorganization	265	
46.04	Reduction of Routes	266	
46.05	Transferring of Routes from One Unit to Another		266
46.06	Bidding on Routes	267	
46.07	Definition of "Unit"	267	
46.08	Reorganization of Mail Service Courier (Heavy Vehicle)		267

xviii

PAGE

46.09	Result of Reorganization of Part-time Mail Service Courier		267
-------	---	--	-----

ARTICLE 47

REORGANIZATION OF LETTER CARRIER  
WALKS/ROUTES

47.01	Major or Minor Reorganization - Time Frames for Implementation and Verification of Volume Counts		268
47.02	Major Reorganization	271	
47.03	Minor Reorganization	272	
47.04	Reduction of Routes	273	
47.05	Transferring of Routes from One Unit to Another		274
47.06	Bidding on Routes	274	
47.07	Definition of "Unit"	274	
47.08	Result of Reorganization of Part-time Walks/Routes		274
47.09	City Mail Volume Index		275



47.10	Summary of Adjusted Individual Route Assessment	275
-------	--	-----

#### ARTICLE 48

##### WORK PATTERNS - LETTER CARRIERS

48.01	Starting Time	275
48.02	Normal Departure Times	276
48.03	Distribution of Work on Letter Carrier Walks/Routes	277
48.04	Processing of Mail	278
48.05	Normal Volumes	278
48.06	Abnormal Volumes	279
48.07	A.M. Finishing Time	279
48.08	Priority Mail	279

#### ARTICLE 49

##### WORK PATTERNS - MAIL SERVICE COURIERS

49.01	Starting Time	280
49.02	Distribution of Work on Mail Service Courier Assignments	281
49.03	Part-time Mail Service Couriers	282
49.04	Relay Bundle Departure Time	282
49.05	Services Excluded from the MSCWSS	282

xix

#### PAGE

#### ARTICLE 50

##### ROLE OF LETTER CARRIER AND ROUTE MEASUREMENT SYSTEM IN THE EVALUATION OF WORK PERFORMANCE

50.01	Role of Letter Carrier and Route Measurement System in the Evaluation of Work Performance	283
-------	---	-----

#### ARTICLE 51

##### SELECTION OF ASSIGNMENTS BY MAIL SERVICE COURIER (RELIEF) AND MAIL SERVICE COURIER (HEAVY VEHICLE)

51.01	Selection of Assignments and MSC Priority Assignments	284
51.02	Determination of Assignments	286
51.03	Where There is No Work Available	287

51.04	Application for MSC(HV)	287
51.05	MSC(R) Complement	287

ARTICLE 52  
SELECTION OF ASSIGNMENTS BY  
RELIEF LETTER CARRIERS

52.01	Selection of Assignments	288
52.02	Determination of Assignments	290
52.03	Where No Work is Available	291
52.04	Relief Letter Carrier Complement	291

ARTICLE 53  
JOB SECURITY

53.01	Job Security and Employment	292
	Opportunities for Surplus Employees	
53.02	Notice	292
53.03	Creating and Filling Vacancies Where Surpluses Exist	293
53.04	Additional Payment on Retirement - Resignation	296
53.05	Right to Return to Former Location and Relocation Allowances	297
53.06	General Principles	298
53.07	Other Option	299
53.08	Recall Rights	299

xx

PAGE

ARTICLE 54  
WORK REINTEGRATION PROGRAM

54.01	Work Reintegration for Employees in Groupý2-PO External	301
54.02	Work Reintegration for Employees in Groupsý1-PO Internal, 3-GL&T, 4-EL and 5ÄGS	304
54.03	Work Reintegration in Another Group	305

ARTICLE 55  
STATUS OF EMPLOYEES

55.01	Definitions	305	
55.02	Probation	306	
55.03	Application of Collective Agreement During Probationary Period		306
55.04	Probationary Employee	306	

APPENDIX "A"

JOB TITLES AND WAGES	307
----------------------	-----

APPENDIX "B-1"

NOTICE OF CHANGE IN UNION AFFILIATION OR STATUS CHANGE	317
---	-----

APPENDIX "B-2"

NOTICE OF CHANGE IN UNION AFFILIATION OR STATUS CHANGE	318
---	-----

APPENDIX "B-3"

TERM EMPLOYMENT CONTRACT FOR GROUP 2-PO EXTERNAL	319
---	-----

APPENDIX "B-4"

NOTIFICATION OF IMPLEMENTATION OF GRIEVANCE DECISION	320
---	-----

APPENDIX "B-5"

MATERNITY LEAVE AGREEMENT FORM	321
--------------------------------	-----

APPENDIX "B-6"

ADOPTION LEAVE AGREEMENT FORM	322
-------------------------------	-----

APPENDIX "C"

RENEWAL OF AGREEMENTS ENTERED INTO PRIOR TO THE COMING INTO FORCE OF THIS AGREEMENT	323
---	-----

xxi

PAGE

APPENDIX "D"

HOUSEHOLDER MAIL	326
------------------	-----

APPENDIX "E"

LETTER CARRIER SERVICE	335
------------------------	-----

APPENDIX "F"		
PRIORITY COURIER	336	
APPENDIX "G"		
BILINGUAL BONUS	337	
APPENDIX "H"		
ISOLATED POSTS ALLOWANCES		338
APPENDIX "I"		
MAINTENANCE OF NEW GENERATION EQUIPMENT		340
APPENDIX "J"		
LEAD HAND	341	
APPENDIX "K"		
IMPLEMENTATION OF HALF HOUR PAID LUNCH		343
APPENDIX "L"		
CHILD CARE FUND	344	
APPENDIX "M"		
PART-TIME EMPLOYEES' RETIREMENT SAVINGS PROGRAM		348
APPENDIX "N"		
FILLING VACANCIES	352	
APPENDIX "O"		
CENTRALIZED RELIEF GROUP - FOR GROUP 1-PO INTERNAL		354
APPENDIX "P"		
PART-TIME POSITIONS IN GROUP 1-PO INTERNAL		355
APPENDIX "Q"		
THE APPLICATION OF PARAGRAPH 5(a) OF		356 CLAUSE 9.26

APPENDIX "R"		
ADMAIL WORKERS	357	
APPENDIX "S"		
ALTERED WORK WEEK/COMPRESSED	359	
WORK WEEK FOR MAIL SERVICE COURIERS		
APPENDIX "T"		
SERVICE EXPANSION AND WORKPLACE COMMITTEE		360 DEVELOPMENT
APPENDIX "U"		
UNION EDUCATION FUND	366	
APPENDIX "V"(1)		
LETTER CARRIER ROUTE MEASUREMENT SYSTEM AND MAIL SERVICE COURIER WORKLOAD STRUCTURING SYSTEM		368
APPENDIX "V" (2)		
DEFINITION OF LETTER CARRIER ROUTE MEASUREMENT SYSTEM AND MAIL SERVICE COURIER WORKLOAD STRUCTURING SYSTEM	370	
APPENDIX "V"(3)		
OVER-ASSESSED ROUTES	371	
APPENDIX "W"		
NO CONTRACTING OUT OF WORK PERFORMED BY MAIL SERVICE COURIERS	373	
APPENDIX "X"		
THE APPLICATION AND INTERPRETATION OF ARTICLE 29 - TECHNOLOGICAL CHANGE	374	
APPENDIX "Y"		
CITY MAIL VOLUME INDEX	375	
APPENDIX "Z"		
MANPOWER AGREEMENTS AND RELATED MATTERS		376