

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

**EXPIRES: January 31, 2003**



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## AGREEMENT CONTENTS

On December 22, 1999, the Canadian Union of Postal Workers and Canada Post Corporation entered into a Memorandum of Agreement to renew the collective agreement, which expired on July 31, 1997. The tentative agreement provided for under this memorandum was then ratified by members of CUPW. In light of the provisions of the Postal Services Continuation Act, 1997, the parties agreed to collective agreement language for two separate periods. The first period begins in accordance with paragraph 8(2)(d) of the legislation and ends on July 31, 2000. The second period extends from August 1, 2000 to January 31, 2003.

In light of the fact that the collective agreement provisions are almost entirely identical for the two above-mentioned periods, the parties have agreed to print a single booklet that reproduces the language of the collective agreement only once.

In accordance with the memorandum, the following applies:

- (a) for the period ending July 31, 2000, the collective agreement includes all provisions set out herein, with the exception of clause 35.10, those provisions relating to lump sum payments and those provisions of Appendix "A" relating to wage rates, coming into force after July 31, 2000.
- (b) for the period from August 1, 2000 to January 31, 2003, the collective agreement includes all provisions set out herein.

Finally, it should be noted that this booklet includes in clause 43.01 the language applicable to the collective agreement that expires on January 31, 2003. In accordance with the *Postal Services Continuation Act, 1997*, the language of this clause for the period ending July 31, 2000 reads as follows:

**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 beginning on the day that the mediator-arbitrator reports to the Minister under paragraph 8(2)(d) of the *Postal Services Continuation Act, 1997* and ending on July 31, 2000.

The date on which the mediator-arbitrator reports to the Minister under paragraph 8(2)(d) of the *Postal Services Continuation Act, 1997* is, for the purposes of the collective agreement, deemed to be the date of signing.

## **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 Industrial 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 paragraph 3.04(a), 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**

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**

The amounts deducted in accordance with paragraph 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 or her behalf.

**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**

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**

- (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**

The Corporation shall report on the employees' T4 slips and Releves 1 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**

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**

**DISCRIMINATION**

**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**

An employee who is or has been on leave under any provisions of the collective agreement shall not be importuned or disciplined because he or 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**

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**

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

**5.05            Common Law Spouse**

For the purpose of this collective agreement and the benefits it provides for, including insurance plans, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, or less if a child is born of the relationship, an employee has lived with a person, represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse, and the word "spouse" includes a "common-law spouse".

**ARTICLE 6**

**COMMUNICATIONS**

**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**

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-I".

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 or her job, the supervisor shall provide the employee with a copy of the collective agreement and introduce him or her to his or her Union steward and his or 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 or her to his or her Union steward and his or her alternate.
- (d) During the first week of work of new employees or employees in a new position, the steward or his or her alternate shall be allowed, during the hours of work, a period of fifteen (15) minutes to confer with them.

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**

- (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.
- (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. Any subsequent change made to the list will be provided to the Union at least thirty (30) days prior to such a change.
- (c) The Corporation further acknowledges that the geographical spread of all of the installations within a post office as identified above will not exceed an area beyond that which can be encompassed by a circle having a radius of forty (40) kilometres. It is understood, however, that the Corporation may maintain any post offices which exceed the above geographical limitations which are in place on January 31, 1995.
- (d) The Corporation shall advise in writing the Union at the national and local level of any change to the list referred to in paragraph 6.05(a) at least ninety (90) calendar days in advance. Upon receipt of this notice, the Corporation and the local Union shall hold meaningful consultation on the changes being considered by the Corporation.



## **ARTICLE 7**

### **CORRESPONDENCE AND CONTACTS**

#### **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 6**

### **LABOUR-MANAGEMENT MEETINGS**

#### **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**

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**

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**

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

- (a) changes in system of work; 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**

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.

**8.08 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**

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**

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 or she may impose.

**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 paragraph 8.09(a) 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**

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**

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 responsible for the local concerned.

**8.12 Union Representatives**

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

**ARTICLE 9**

**GRIEVANCE AND ARBITRATION  
PROCEDURE**

**Definitions**

**9.01** 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 deal with 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 or her function, the Union will designate or substitute another postal employee to act on his or her behalf;
- (d) "*Corporation*" means a person authorized to respond in writing to grievances.

**Representatives**

9.02 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.

9.03 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.

**Recognition of Union Stewards**

9.04 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 stewards shift or, at the latest, at the start of his or her following shift.

9.05 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 or she is preparing a grievance to cause him or her to refrain from so doing or withdraw a grievance or refrain from presenting a grievance as provided for in this agreement.

### **Rights and Responsibilities of Union Stewards**

**9.08** 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 or she shall seek from his or her supervisor permission to leave his or her work, indicating the nature of the complaint, and such permission shall be granted to him or her within the next thirty (30) minutes. For the purposes of his or her investigation, he or she shall be allowed all the reasonable time required, and he or she shall report to his or her supervisor before returning to his or her normal functions.

### **Rights of Employees to Complain**

**9.07** Both parties recognize that an employee, accompanied by a Union steward if he or she so wishes, has the right to discuss with his or her supervisor any question or complaint relating to his or 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.

### **Right to Present a Grievance**

**9.08** An authorized representative of the Union may present a grievance if he or 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.

**Right to Present a Policy Grievance**

**9.09** 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 or the Union or of being unjust or unfair to them.

**Time Limit on Grievance**

**9.10** 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.

**9.11** 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:

- (a) 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

- (b) 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:
- (c) notwithstanding paragraphs 9.11 (a) and (b), 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.

**9.12** 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 no 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.

**9.13** A policy grievance may be presented by an authorized representative of the Union at any time.

**Description of the Grievance**

**9.14** 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.

**Substance of Grievance Takes Priority**

**9.15** 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 clauses 9.16, 9.17 and 9.23.

**Presentation of Grievances**

**9.18** 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:

- (a) enter on the grievance and the copies the date on which the grievance was received;
- (b) provide the representative of the Union with a copy of the grievance;
- (c) forward the grievance to the representative of the Corporation authorized to reply to the grievance at the appropriate level.

**9.17** Notwithstanding clause 9.16, 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.

**Grievance by Mail**

**9.18** 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.

**If Grievance not Received**

**9.19** 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.

**Codification and Copies of Grievances**

**9.20** The Corporation agrees to inscribe on copies of its reply the codification indicated on every grievance submitted.

**9.21** 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.

**Grievance Meetings**

**9.22** 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.

9.23 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:

- (a) LOCAL LEVEL: with the authorized representative of the Corporation; the meeting is held in the postal installation of the authorized representative of the Corporation;
- (b) NATIONAL LEVEL: with the Corporate Manager, Labour Relations, or his or her delegate at head office; the meeting is held at the head office of the Corporation for all grievances submitted under clause 9.17.

**Permission to Leave Work**

9.24 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 or her supervisor before leaving his or 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 or her supervisor before resuming his or her normal duties.

**Corporation's Reply**

9.25 Within twenty (20) working days after receipt of a grievance, the Corporation shall reply in writing to the grievance.

**Content of the Reply**

9.28 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.

**Failure to Reply by the Corporation**

9.27 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.

**Final Decision**

9.28 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.

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.

9.29 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-3" of the action taken to implement the redress requested.

Further, should the sustaining of a grievance result in monetary compensation to an employee, the grievance number will be included on the employee's pay stub when the monies are paid.

9.30 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.

### **Changes in Time Limits**

**9.31** 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.

### **Withdrawal of Grievances**

**9.32** 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.

### **Right to Arbitration**

**9.33** 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.

**Reference to Arbitration**

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

**Irregularities**

9.35 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.

**Sole Arbitrator**

9.38 Grievances referred to arbitration shall be heard by a sole arbitrator.

**List of Arbitrators**

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

9.38 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.

9.39 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. Christie  
B. Outhouse  
J.A. MacLellan  
W. Thistle

**PROVINCE OF QUEBEC**

G. Dulude  
C. Lauzon  
R. Blouin  
A. Rousseau  
H. Frumkin  
J.G. Clement  
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



S.J. Frankel  
K. Hinnegan  
F. Von Veh  
D. Kates  
G. Brent  
H.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  
K. Norman  
R. Hucal

**PROVINCE OF BRITISH COLUMBIA, THE YUKON AND  
NORTHWEST TERRITORIES**

R. Blasina  
M. Chertkow  
S. Kelleher  
V. Ready  
D. Munroe  
J.M. Gordon  
J. Korbin

**9.40** 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  
Michel Picher  
Andre Bergeron

**9.41** 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.

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

**Hearing Dates**

**9.43** The arbitrator to whom the grievance was referred shall promptly hear the parties. He or 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.

9.44 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 for each month of the year. 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. In case of a disagreement between the parties on the number of days or on the specific dates that an arbitrator shall set apart for the parties, he or she shall decide.

Notwithstanding the above, the parties agree that no hearings shall be held between December 10 and January 3 inclusively, except in cases under clauses 9.87 to 9.98. Moreover, the parties shall set apart no more than one (1) hearing date for each arbitrator from December 1 to December 9.

9.45 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.

9.46 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.

9.47 Where the designated arbitrator is unable to commence the hearing of the grievance within sixty (60) calendar days or where he or 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 clauses 9.50 to 9.80.

### **Location of the Sittings of Arbitration**

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

Upon receipt of the notice provided for in clauses 9.52,9.72 and 9.79, the Corporation shall make arrangements to provide premises for the sittings of arbitration and notify in writing the arbitrator and the Union accordingly.

### **Arbitration Procedures**

**9.49** 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 (IO.IO), 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.

### **Regular Arbitration Procedure**

**9.50** 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.

**9.51** 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 9.34. 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.

**9.52** 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.

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

9.53 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.

9.54 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.

9.55 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.

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

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

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

9.59 Once the list provided for in clause 9.52 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.

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

**9.81** The other provisions of this collective agreement shall fully apply to regular arbitration except to the extent they are modified by the provisions of clauses 9.58 and 9.62 to 9.70 hereinafter.

9.62 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.

9.63 The parties agree not to use lawyers to represent them in regular arbitration.

9.64 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.

9.65 The arbitrator must hear the grievance thoroughly before rendering a decision on a preliminary

objection unless he or she can dispose of this objection at once.

9.66 The hearing shall be conducted in the most informal and expeditious way that is possible according to the nature of the grievances and all circumstances.

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

9.68 Whenever possible, the arbitrator shall deliver his or her decision orally at the conclusion of the hearing in giving a brief resume of his or her reasons and confirm his or 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 or her reasons.

9.69 Subject to clause 9.68, the arbitrator acting in the regular arbitration procedure shall not be subject to clause 9.101.

9.70 The decision of the arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations. Clause 9.103 shall not apply to such decision.

9.71 The parties may at any time agree not to follow any of the rules outlined in clauses 9.62 to 9.70.

#### **Formal Arbitration Procedure**

9.72 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.

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

9.74 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 clause 9.39, 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.

9.75 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.

9.76 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.



**National Formal Arbitration**

9.77 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.

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

9.79 At least thirty (30) working days in advance of the hearing, either 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.

9.80 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**

9.81 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 clauses 9.50 to 9.80.

9.82 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.

9.83 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 clause 9.54 above.

#### **Burden of Proof Concerning Qualifications**

9.84 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.

#### **Visit to Place of Work**

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

#### **Interim Decision**

9.86 The arbitrator may render any interim or preliminary decision that he or she considers appropriate. He or 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.

**Cease and Desist Order**

9.87 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 procedure set out below.

9.88 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 9.17 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.

9.89 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 who is a member of the National 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.

9.90 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.

**9.91** 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.

9.92 The arbitrator to whom the application is referred must hear the parties as soon as is possible. If

necessary, he or she may use a date of hearing already reserved for another grievance and displace same to a later date.

9.93 The arbitrator hearing the application may issue an interlocutory order to cease and desist if he or 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.

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

9.95 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 clauses 9.93 and 9.94 are still in existence and are still met.

9.96 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 earliest 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 or herself.

9.97 Even where an application for such an order is dismissed, the arbitrator may, if he or she deems it justified, order that the grievance be heard by way of priority in the same manner as described in clause 9.96.

In other instances, the grievance is referred to a national list arbitrator in accordance with clauses 9.77 to 9.80.

9.96 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 clauses 9.87 to 9.97.

#### **General Powers of the Arbitrator**

9.99 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 or she may grant any remedy or compensation that he or she deems appropriate. More particularly, he or 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 or her by the *Canada Labour Code*.

**Restriction of Power**

**9.100** The arbitrator shall not modify the provisions of this collective agreement.

**Award Must State Grounds**

**9.101** 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.

**Final Decision**

**9.102** The award of the arbitrator shall be final and executory. It shall be binding upon the Corporation, the Union and the employees.

**Future Cases**

**9.103** 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.

**Costs of Arbitrators**

**9.104** The Corporation and the Union shall share equally the fees and expenses of the arbitrator.

**Translation**

**9.105** 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.

**Grievances Held in Abeyance**

**9.106** 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 either 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 clause 9.54 above.

The parties may agree, under the conditions set forth in this clause, adapted as may be necessary, or under any other conditions, to also hold in abeyance any grievance relating to measures taken by the Corporation with respect to the attendance of an employee.

## **ARTICLE 10**

### **DISCIPLINE, SUSPENSION AND DISCHARGE**

#### **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 or 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**

- (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 or 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 or 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**

Upon written request from an employee, he or she and/or his or her Union representative shall have access to his or 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 paragraph 10.02(c) are to be removed prior to such review and/or examination.

**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 or her attendance record and to indicate:
  - (i)      his or 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 or 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 or she has received the notice hereinabove provided for.
  
- (c)      If the employee fails to appear at the interview and does not explain his or her inability to do so, the Corporation shall proceed unilaterally.

**10.05      Employee-Steward Relationship**  
**Confidential**

The Corporation agrees that communications between an employee and his or 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**

- (a)      An employee summoned for an interview shall have the right, if he or 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**

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

**10.06      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**

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**

- (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 or her own opinion to the opinion of the Corporation on any issue raised by the grievance. He or she may, furthermore, render any decision that he or she considers just and equitable according to the circumstances.

**ARTICLE 11**

**SENIORITY**

**11.01 Continuous Employment**

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, 1964, 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:

- (a) 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 or she became an employee of Canada Post Corporation and the length of his or 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.

- (b) For any other employee: the length of his or her continuous service since the date of his or her last hiring.

#### **11.02 Seniority**

The seniority of the employees shall be determined by the length of continuous service within the bargaining unit since the date of the last entry in the unit as a regular employee but subject to the provisions of clause 11.04.

For the purpose of determining the seniority of employees, the bargaining unit is deemed to have always been in place.

An employee who was entitled under the collective agreement in force from July 31, 1992 to January 31, 1995, to greater seniority than that provided

above shall retain such greater seniority.

**11.03 Accumulation of Seniority**

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

Seniority shall also continue to accumulate when an employee in Group 2 accepts to work outside the bargaining unit as a result of a requirement of a temporary modified tour of duty.

**11.04 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 any previous collective agreement that may have been applicable to the employee.

However and notwithstanding anything contained in the previous collective agreements, days during which an employee was included in the bargaining unit as described in the second paragraph of clause 11.02 shall not be considered as days lost.

**11.05 Seniority Lists**

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.

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

- (a) name of employee;
- (b) starting date of continuous employment;
- (c) work location (off ice) and section;
- (d) classification;
- (e) employee's I.D. number;
- (f) seniority date.

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 this article.

For the purpose of paragraph 11.05(c), where practicable and following local consultation, these lists shall contain the shift.

**11.06 Posting of Seniority Lists**

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

**11.07 Loss of Seniority**

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

- (a) assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit to a managerial position in either an acting or a 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 paragraph (b) of this clause, if an employee returns to his or her former classification within six (6) months, he or she shall be deemed to have continuous service for seniority purposes;
- (d) Notwithstanding paragraph (a) in a post office where there is less than one hundred and fifty (150) employees in the bargaining unit in Group 1 or in Group 2 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 or she holds the acting assignment. Such assignment is subject to the following conditions:
  - (i) previously accumulated seniority will be recognized upon his or 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 or 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 or her seniority in the bargaining unit as a result of his or her filling on an acting basis a supervisory position during the Christmas rush period, such period is to be defined locally.
- (f) The employee filling the acting assignment will not have the authority to impose disciplinary measures or measures respecting attendance or performance.

**11.06 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 or her position if he or 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 or she shows that he or she was unable to notify the Corporation because of exceptional circumstances.

**11.09 Seniority in Emergency Situations**

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 the group. In the application of this clause, the fluctuations in mail volumes shall not in themselves be deemed to be emergencies.

**11.10 Use of Seniority**

Seniority shall be used to accommodate employees' preferences where the collective agreement so provides.

**ARTICLE 12**

**PREFERRED ASSIGNMENTS**

**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**

(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**

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, except in cases provided for under clause 13.20.

**ARTICLE 13**

**FILLING VACANCIES**

(A) **GENERAL PROVISIONS**

**13.01** **Shifts for Groups 1,3,4 and 5**

- (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 06:00 hours and 18:00 hours;
  - (ii) the evening shift is a day's work ending after 18:00 hours;
  - (iii) the night shift is a day's work ending after 24:00 hours or beginning before 06:00 hours.

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

**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**      **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.
  
- (c)            However, the fixed shift system for Groups 3 and 5 is maintained for the life of the collective agreement.

**13.04**      **Position in Groups 1,3,4 and 5**

- (a)            A position is identified by the following constituent elements:
  - (i)            the classification;
  - (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 13.04(a).

**13.05 Vacant Position in Groups 1.3.4 and 5**

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;
- (b) 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 classification within the same office in accordance with clause 13.14.

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 or she shall have the right to return to work in his or her classification and in the office where he or she was previously working.

**13.06            Methods of Filling Vacant Positions**

- (a)            The Corporation shall fill vacant positions in accordance with the provisions of this article.
- (b)            In the case of vacant positions in Group 1, the Corporation shall fill vacant positions as they occur.

**13.07            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 or her immediate supervisor indicating his or her desire to fill a vacancy which may occur in the future.

This requirement shall not apply for the transfer referred to in paragraph 13.14(a).

- (b)            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.
- (c)            The Corporation shall place at the disposal of employees the application forms referred to in this clause.
- (d)            Subject to paragraph 13.07(e), 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.

- (e) The application shall be nullified if an employee is offered the transfer, promotion or demotion he or she has applied for and he or she refuses it. In such case, the local of the Union is notified in writing.
- (f) Employees in Group 1, who are transferred, promoted or demoted under clauses 13.08, 13.14, 13.15 or 13.16 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, unless the transfer or demotion is approved by the Corporation.
- (g) All transfer, promotion or demotion requests will be placed on the appropriate list and these lists shall be updated regularly by seniority. The appropriate lists are forwarded to the Union local on a monthly basis.
- (h) Only those applications received at the office where a position is sought ten (10) working days in advance of a position becoming vacant shall be considered for that position.

**13.08 Vacant Positions Filled by Temporary Employees**

Where the provisions of clause 13.16 or 13.25 have been complied with and a position remains vacant, it shall be offered to temporary employees in accordance with Article 44.



**13.09            Vacant Positions Filled by Hiring**

Where provisions of this article have been complied with and a 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.

**13.10            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 or her appointment.

**13.11            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.

**13.12            Expenses Incurred**

The Corporation shall not be required to reimburse travel and relocation expenses incurred by an employee when he or 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.

**13.13 Acquiring Knowledge**

Where an employee obtains a position in one of the classifications listed hereinafter, he or she must, in order to retain his or 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 or she shall, as the case may be, return to his or her former classification and, in all cases, shall be offered another position in accordance with the order of priority outlined in clause 13.14 or 13.24, as the case may be.

**Classifications**

all classifications in Groups 1, 2 and 5, with the exception of mail service courier (heavy vehicle);

the following classifications in Group 3:

helper control centre support (ELE-2);

attendant fleet maintenance (ELE-3);

maintenance helper/cleaner (ELE-3);

community mail box assembler (ELE-3)  
(B2);

mechanic helper (ELE-4);

courier/chauffeur (MDO-4);

driver (MDO-5);

helper, maintenance (MAN-4).

It is understood that an appropriate driver's licence is required to obtain a position in the classifications of attendant fleet maintenance, mechanic helper, courier/chauffeur and driver.

(B) **FILLING OF VACANT POSITIONS**

**13.14 Vacant Positions Filled by Transfer**

Unless otherwise specified in the collective agreement, vacant positions in all groups except for Group 2 are first offered on the basis of seniority to regular employees of the classification 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.

**13.15 Vacant Positions Filled by Employees of the Group**

Where the provisions of clause 13.14 have been complied with and a position remains vacant, it shall be offered on the basis of seniority to the regular employees in the group in which the vacancy exists after having applied clause 53.13 as the case may be.

**13.18 Vacant Positions Filled by Employees of the Bargaining Unit**

Where the provisions of clause 13.15 have been complied with and a position remains vacant, it shall be offered on the basis of seniority to the regular

employees in the bargaining unit.

**13.17 Qualifications required**

In the application of clauses 13.08, 13.14, 13.15, and 13.16 except for vacancies in classifications listed in clause 13.13, positions will be offered on the basis of seniority to qualified employees.

**13.18 Temporary Exception**

Where a vacant position in Group 1 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 13.14.

**13.19 Bilingual Positions in Group 1**

- (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 13.14 and 13.15.
- (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 13.13 shall apply provided sufficient and adequate training in the other official language has been given to the employee.

**13.20**            **Method of Assignment to a Preferred Assignment**

When there is a vacant position in Group 1 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.

**13.21**            **Posting of Vacant Positions**

To enable employees covered by paragraph 13.20(b) 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) **FILLING OF VACANT POSITIONS AND  
SELECTION OF ASSIGNMENTS WITHIN  
GROUP 2**

**13.22 Concept of Position and Assignment**

For the purpose of clauses 13.22 to 13.36, and unless the context indicates different meanings, the term "position" means any job in a Group 2 classification and the word "assignment" means a letter carrier, mail service courier or a mail service courier (heavy vehicle) route, a relief assignment, or any other assignment that may be identified.

**13.23 Vacant Positions**

A position shall be deemed to be vacant where there are fewer regular employees than positions in a component.

When it is known in advance that a position will become vacant, the Corporation will apply the procedure provided for hereinafter to staff the vacant positions.

**13.24 Filling of Vacant Positions in the Letter  
Carrier and Mail Service Courier  
Categories**

Unless otherwise specified in the collective agreement, vacant positions shall be offered by seniority to regular employees in Group 2 in the following order:

- (a) employees of the component crossing over in a position with the same status from the letter carrier category to the mail service courier category or vice versa;

- (b) part-time employees in the component who wish to obtain a position in the full-time classification of the same category, provided however they have greater seniority than employees included on the transfer list in paragraph 13.24(c), unless clause 53.13 applies;
- (c) employees in other components on the transfer list in the same classification;
- (d) employees in the component;
- (e) full-time employees from other components;
- (f) part-time employees from other components.

**13.25 Positions filled by Other Employees of the Bargaining Unit**

Where the provisions of clause 13.24 have been complied with and a position remains vacant, it shall be offered on the basis of seniority to regular employees in the bargaining unit.

**13.28 Transfer**

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 use a temporary employee from the date that the vacancy occurred, pending the arrival of the transferee.

**13.27 Filling of Vacant Mail Service Courier (Heavy Vehicle) Positions**

Vacant positions in the mail service courier (heavy vehicle) classification are offered, by seniority, first to the mail service couriers who received the required training in accordance with clause 40.22 and, then, to the other employees who received such training.

However, an employee who received the training and refuses to accept the first vacancy will be denied the right to obtain another position in this classification unless the refusal can be justified by very exceptional circumstances.

**13.28 Bidding Process for Vacant Assignments**

The bidding process for the selection of vacant assignments normally occurs after full staffing has been achieved in accordance with clauses 13.24 and 13.25 and those who obtained a position under this process are to be included in the bid. However, where the employee is not available on the premises when the bid occurs, he or she is not included in the bid and will fill the resultant vacant assignment.

**13.29 Posting of Vacant Assignments**

Vacant assignments shall be posted at least monthly in all installations in the post office for seven (7) working days, unless the parties agree locally to conduct it within a smaller geographical area. Such notices shall indicate a general description of the vacant assignments.

Vacancies occurring during December shall be posted in December, but the change in assignment can be delayed until January.



**13.30 Employees on Authorized Leave**

An employee on authorized leave for a period of seven (7) working days or more, but less than three (3) months, shall be informed by registered mail by the Corporation of any vacant assignment within the post office. However, the employee must have submitted a request to this effect in writing on the form specified by the Corporation and have left an address at which he or she may be so notified.

**13.31 Selection of Vacant Assignments**

Vacant assignments in the post office shall be granted by order of seniority to regular employees in the classification concerned who have requested such positions.

**13.32 Former Assignment**

Except in the case of the restructuring of the routes in accordance with Article 46 or 47, an employee shall not be permitted to bid on his or her former assignment for a period of three (3) months unless mutually agreed upon by the parties.

**13.33 Restructuring**

Where a restructuring takes place in accordance with Article 46 or 47, the provisions of those articles shall apply, whichever is applicable.

**13.34 Conversion of a Part-time Assignment**

Where a part-time assignment becomes a full-time assignment as a result of an extension of hours, a part-time employee becomes a full-time employee.

**13.35      Selection of the Full-time Employee**

Where the part-time assignment extended to full-time is the only part-time assignment in a post office, the incumbent thereof automatically becomes the full-time employee.

If, however, there is more than one (1) part-time assignment in the post office, the opportunity to become a full-time employee is first offered on the basis of seniority to all part-time employees of the post office in the same classification and then to other part-time employees of the other classifications, within the group in the post office.

**13.38      Bidding of the New Full-time Assignment**

The new full-time assignment described in clause 13.34 is bid in accordance with clauses 13.28 to 13.32.

**(D)      ANNUAL BIDDING**

**13.37      Annual Bidding for Group 1 and Group 3**

- (a)**      Work schedules in Group 1 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 13.14.
- (b)**      In Group 3, 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.

- (c) 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.
- (b) 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.
- (e) In Group 1, 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 13.37(a), (c) and (d) shall apply.

## **ARTICLE 14**

### **HOURS OF WORK**

#### **14.01 Normal Work Week - Full-time Employees**

##### **Group 1**

- (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 (1/2) hour of the time off for a meal shall form part of the hours specified above and shall consequently be paid.

**Group 2**

- (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 (1/2) hour paid meal period each day.
- (d) Notwithstanding paragraph 14.01 (c), 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**

- (e) 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 one-half (1/2) hour each day.

**Group 4**

- (f) Normal hours of work shall be arranged to provide for either:
  - (i) a forty (40) hour work week as described in paragraph 14.01 (g), or
  - (ii) an average of forty (40) hours per week as described in paragraph 14.01 (h), 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.
- (g) Normal scheduled hours of work for employees who work five (5) consecutive days, Monday to Friday inclusive, shall be forty (40) hours per week, each day to be eight (8) hours between the hours of 07:00 and 18:00 including a paid meal period of one-half (1/2) hour.
- (h) Normal hours of work for all other employees shall be an average of forty (40) hours per week consisting of an average of five (5) days per week, each day to be eight (8) hours including a paid meal period of one-half (1/2) hour. Employees covered by this clause shall not be scheduled to work more than seven (7) consecutive days.

**Group 5**

- (i) 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, inclusive of a one-half (1/2) hour paid meal period each day.
  
- (j) For employees at a location where there is a six (6) or seven (7) 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 inclusive of a one-half (1/2) hour paid meal period each day;

and that

- (i) 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. 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 that

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

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

- (a)      The normal work week of part-time employees in Group 1 shall be at least twenty (20) hours and not more than thirty (30) hours, and the work schedules shall be established accordingly. A part-time employee may work on a voluntary basis beyond their normal schedule and up to eight (8) hours per day and forty (40) hours per week.
  
- (b)      Except as provided in sub-paragraph 14.02(b)(i), the hours of work for a part-time employee in Group 2 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.
  
- (c)      Part-time employees shall be entitled to two (2) days of rest weekly. It is understood that the other five (5) days can either be scheduled or unscheduled days.

Part-time employees shall not be forced to work on an unscheduled day, but if they elect to do so, they shall be paid at the regular rate for up to eight (8) hours per day and forty (40) hours per week.

**14.03**      **Definitions and Standards**

- (a)      The normal work day for full-time employees in Group 1 and Group 2 shall not commence before the official starting time set by the Corporation in accordance with this article. In the case of Group 2, the starting time will be set by the Corporation following local consultation.
  - (i)      Where an employee in Group 2 commences his or her duties before the official starting time set forth above, with the approval of the supervisor, he or 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 and Group 2 shall not be spread over a period of more than nine and one-half (9½) hours.
  
- (c)      The normal work day for employees in Group 3 and Group 5 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 00:00 hours for Group 3, Group 4 and Group 5.
  
  - (ii)      “week” means a period of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours the following Sunday night for Group 3 and Group 5.



- (e) The work week for Group 1 extends from Sunday to Saturday inclusive.
- (f) A part-time employee in Group 2, 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.
- (g) The shift of a part-time employee in Group 2 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 (1/2) hour. The provisions of this paragraph do not apply to Group 4.
  - (i) In the case of full-time employees in Group 2, the a.m. portion of the 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 route.
- (b) Employees in Group 4 will be provided with a scheduled paid meal break of thirty (30) consecutive minutes' duration commencing within one-half (1/2) 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.

(1) Subject to all conditions in paragraph 14.04(b), except the time at which a meal period may be scheduled, a meal break on the evening shift (16:00-24:00), 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.

(c) All full-time employees, other than full-time employees in Group 2, 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 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 clause 14.01 and are therefore paid.

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

(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 (1/2) 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 paragraphs 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**

- (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 (1/2) 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 or she shall be entitled to a ten (10) minute rest period.

**14.07**      **Start Times for Group 3 and Group 5**

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)      between 23:00 hours and 00:00 hours (night shift);
  
- (b)      between 07:00 hours and 08:00 hours (day shift);
  
- (c)      between 15:00 hours and 16:00 hours (evening shift).

**14.08**      **Shift Times for Group 4**

- (a)      The starting and finishing times of normal shifts will be as follows:  
  
            00:00 - 08:00  
            08:00 - 16:00  
            16:00 - 24:00
  
- (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 paragraphs 14.08(b) and (c), then a day as defined in sub-paragraph 14.03(d)(i) is modified accordingly.

**14.09**      **Schedules of Work for Group 1**

- (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**

- (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 1/3) hours within the week, the Corporation shall pay him or her the required hours.

**14.11 Schedules of Work for Group 3, Group 4 and Group 5**

- (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

paragraphs 14.111(b) to (e) apply to Group 4 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 forty (40) hours per week over the period of the cycle in accordance with paragraph 14.01 (h).
- (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 or her present shift cycle.

**14.12 Alteration of Shift of an Employee in Group 1 and Group 2**

In the event the shift hours and/or days of work of a full-time employee or, in offices grade 9 and up, a part-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 (1%) 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.

The offer made to a part-time employee to extend his or her hours of work before or after the employee's scheduled hours of work is not an alteration of shift within the meaning of this clause.

**14.13 Change in Hours of Work in Group 3 and Group 5**

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 and Group 5**

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 (1%) 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 or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with subparagraph 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**

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.

**14.18 Change in Shift in Grow 4**

- (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 6(a) of Appendix "A" for work performed on the first scheduled shift changed in addition to his or her daily rate of pay. When an employee works less than four (4) 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 6(a) of Appendix "A" in addition to his or 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 four (4) 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 apply to an employee assigned to a course away from his or 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 subparagraph 17.01 (a)(ii) and clause 18.05, but will not be entitled to the premiums provided in paragraphs 14.16(a) and (b).

**14.17      Change in Scheduled Hours of Work in Group 4**

When an employee who is normally subject to paragraph 14.01 (g) is required to work his or her normal eight (8) hours a day at times other than those specified in paragraph 14.01 (g) he or she shall receive his or 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 6(b) of Appendix "A" for each day,
- (b) for the third, fourth and fifth day, in

accordance with note 6(c) of Appendix 'A"  
for each day,

- (c) for the sixth and subsequent days, in  
accordance with note 6(d) of Appendix "A"  
for each day.

If the employee works less than four (4)  
hours, he or she shall receive the full premium for the day  
and revert to his or her normal schedule for that day, which  
will be reduced by the equivalent number of hours that he  
or she worked. If the employee works four (4) hours or  
more, he or she shall be paid the full premium for the day  
and his or her normal daily rate of pay.

Hours worked in excess of eight (8) hours per  
day shall be subject to Article 15.

**14.18      Reporting for Work for Employees**

Where an employee reports for work at his or  
her scheduled starting time and where work is not available  
in his or her normal assignment, 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 or 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**

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 or her classification to the same extent as the other employees of his or 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 classification.

Further, when establishing a program of work, the Corporation will make every reasonable effort to ensure that employees assigned to coding duties will not be required to code for the entire shift.

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 and Group 5**

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 or her last scheduled 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**

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**

It shall be understood that the work which is normally and regularly to be performed on Saturdays and Sundays shall be apportioned so that no classification or employee shall be scheduled exclusively on weekends.

**14.24      Days of Rest, Weekend Work for Group 3**

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 Grout. 4**

(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 paragraph 14.01 (g) of this agreement.

(ii)           Days of rest for employees subject to paragraph 14.01 (h) 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;

- lb) 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**

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

- (b) In the event that the employee's permanent headquarters is changed, the Corporation will give not less than one (1) 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 and Group 2**

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

**14.29 Night Shift in Group 1**

- (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 paragraph 14.29(a), 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 consultation 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 and Group 5**

- (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 and Group 5**

- (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 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 or her supervisor.

**14.33            Exception for Group 3 and Group 5**

Notwithstanding the provisions of Article 15, in the application of clauses 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**

Notwithstanding the provisions of clause 15.01, an employee shall be paid at his or her straight-time hourly rate for all work performed during his or 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            Encroachment in Group 4**

An employee who has not had a break of eight (8) consecutive hours during a twenty-four (24) hour period in which he or she works more than fifteen (15) hours shall not be required to report for work on his or 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 or her regularly scheduled shift, he or she shall, nevertheless, receive his or 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.

**14.36**            **Change of Employee's Normal Work Week in Group 4**

The following applies to a change in an employee's normal work week in paragraph 14.01 (g) or (h). An employee shall not be subject to being alternated between these paragraphs and no employee shall have his or her normal work week 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 normal work week 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 6(a) of Appendix "A" for each shift or day worked during the period of the change for which he or 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**

**OVERTIME**

**15.01**            **Rates**

- (a)            (i)    For full-time employees, and subject to paragraph 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, the one-half (1/2) 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 sub-paragraph 15.01 (a)(i) 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 15.01 (a) for all hours worked in excess of forty (40) hours per week.

**15.02 Meal and Rest Periods**

(a) A full-time employee required to work more than two (2) hours overtime in excess of his or 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 or her regular shift will be given a fifteen (15)

minute rest period prior to the termination or at the beginning of his or her regular shift as applicable. This rest period shall be taken during his or 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 or her regular shift shall, in addition to the rest period specified in paragraph 15.02(b), 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 or she is entitled to a meal break under paragraph 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 or her regularly scheduled shift, will be provided a paid meal period of one-half (1/2) hour to be paid for at the rate of time and one-half (1 1/2).

- (e) Where a full-time employee works overtime prior to and following his or her regular shift, and his or her total on-duty time is eleven (11) hours or more, he or she shall be entitled to a meal period of one-half (1/2) hour paid for at time and one-half (1%) provided he or she has not received such meal period under the provisions of paragraph 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 or her work makes it necessary. In these circumstances, the wash-up period at the end of his or her regular shift prescribed at clause 14.19 will not be granted.
- (g) The provision of paragraphs 15.02(a) to (f), apply to part-time employees in Group 2 when they work overtime in accordance with clause 15.01.

**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**

- (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 paragraph 15.04(a), for the purpose of equalizing opportunity to perform required overtime work in a particular classification in Group 2, the Corporation agrees to post and maintain appropriate lists

of employees in order of seniority applicable to each postal installation, by classification.

**15.05 Eligibility**

- (a) Where less than a full complement of employees in Group 1 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 or her name appears.
- (b) Where less than a full complement of employees in a classification in Group 2 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 classification.

**15.06 Definition of Equal Opportunity in Group 1 and Group 2**

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 fulfil 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**

In the application of clause 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 off ice, or, where applicable, in a division or section of an off ice 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.

15.06 **Assignment of Overtime for Group 2**

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 and Group 2**

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 3.4 and 5**

- (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 sub-paragraph 15.10 (a)(ii), 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 3.4 and 5**

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 sub-paragraph 15.10(a)(i), the employee with the least hours to his or her account will be the first to be offered the opportunity.
- (c) On the application of paragraph 15.11 (b), 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 paragraphs 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 paragraphs 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**

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 or her name shall be placed on the list according to his or her seniority;
- (b) he or 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**

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**

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**

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**

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**

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**

If an employee alleges that he or she has been bypassed in administering equal opportunity and such allegation is substantiated, he or she shall be paid an amount equal to the amount he or she would have earned had he or she worked overtime on the missed opportunity.

**15.19 Itemized Statement**

The payment for overtime will be accompanied by an itemized statement.

**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**

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**

- (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 paragraph 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 couriers' regular assignments.

**15.23 New Employees for Group 3, Group 4 and Group 5**

When an employee is newly hired or transferred into a work section, and after a period of orientation, his or her name is added to the overtime list and his or her overtime account will be set to the highest number of hours in the accounts of the other employees in his or her work section in the same classification.

**15.24**      **Resetting the Overtime Accounts for  
Group 3, Group 4 and Group 5  
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, Group 4 and  
Group 5 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 or she reports back for his or her first full shift.
  
- (b)      If an opportunity for overtime work arises and such employee would have been offered the opportunity had he or she not been on leave or on training, his or 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 or her days of rest in the week preceding his or her leave period are contiguous to the leave period, such employee will not be contacted until he or she reports back for his or her first full shift.

**15.26**      **Standby for Group 3 and Group 5**

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

**15.27      Standby for Group 4**

- (a)      When an employee is notified in writing that he or she will be required to be available for work during his or her off-duty hours, he or she shall be entitled to a standby payment of fifteen dollars (\$15) for each consecutive eight (8) hours or portion thereof that he or 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 or her period of standby at a known telephone number and be able to return to duty as quickly as is practicable when he or she is called, but in any event not later than one (1) hour after he or she is called.
  
- (c)      No payment for standby will be made for any eight (8) hour period referred to in paragraph 15.27(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 15.27(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 the 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.

**15.26 Employee in Groups 3.4 or 5 Serving a Suspension**

- (a) For the purposes of this article, an employee serving a suspension will be considered to be unavailable until he or she reports back for his or her first full shift.
- (b) If an opportunity for overtime work arises and such employee would have been offered the opportunity had he or she not been serving the suspension, his or her account will be charged with the hours of the overtime opportunity as it occurs.

**15.29 Employee in Groups 3.4 or 5 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 or her by telephone at his or 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 or her telephone number at his or her permanent place of residence shall, whenever he or she would have been solicited at this permanent place of residence, be deemed to have been offered the overtime opportunity, and his or 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 and Group 5**

When an employee is required to report for work which is not contiguous to his or her regularly scheduled hours, he or 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 or her automobile when the employee travels by means of his or her own automobile,
- or
- (b) out-of pocket expenses for other means of transportation.

**15.31 Transportation Allowance for Group 4**

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 or 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 or 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 or her normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**15.32 Compensation for Overtime for Group 2**

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 and Group 5**

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 or her letter of appointment as at the end of the fiscal year.



**15.34            Compensation for Overtime for Group 4**

- (a)            An employee assigned to work away from his or 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 under paragraph (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 the last day of the fiscal year.

**15.35            No Pyramiding in Group 1 and Group 2**

The parties agree that there shall be no pyramiding of premium rates.

**ARTICLE 16**

**SHIFT AND WEEKEND PREMIUMS**

**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 subparagraph 16.01 (a)(ii).
  - (ii) This premium shall be payable in respect of all hours worked between 17:00 hours and midnight.  
  
Notwithstanding the above, no premium shall be payable to employees in Group 2 on shifts which start and finish between 06:00 and 18:00 hours.
  - (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 subparagraph 16.01 (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 subparagraph 16.01 (b)(ii).

- (ii) This premium shall be payable in respect of all hours worked between midnight and 07:00 hours.

Notwithstanding the above, no premium shall be payable to employees in Group 2 on shifts which start and finish between 06:00 and 18:00 hours.

- (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**

- (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 paragraph 16.02(b).
- (b) Saturday and Sunday premium shall be payable in respect of all hours at straight time rates worked on Saturday and/or Sunday.

**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**

- (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 or her position other than by reason of his or 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 or 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 or her willingness to perform any work available in his or her own classification.
- (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, 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**

- (a)      An employee called back to work after having completed his or 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 or her willingness to perform any work available in his or her classification.
  
- (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 or 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 or she is entitled to a paid meal period of one-half (1/2) hour to be paid at time and one-half (1 1/2). 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 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**

- (a)** Where a full-time employee is required to work on a day of rest, he or 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 or 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 or 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 fewer hours on a day of rest than the number of hours of a regular shift, he or 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 or she continues to work thereafter;
  - (ii)** a paid meal period of one-half (1/2) hour after four (4) hours at work if he or she continues to work thereafter;
  - (iii)** a paid rest period of fifteen (15) minutes after six (6) hours at work if

he or she continues to work thereafter.

- (c) Where a part-time employee works on a day of rest, he or 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 sub-paragraph 17.01 (a)(ii) shall apply.

**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 category:
  - (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 paragraph 17.04(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 in subparagraphs 17.04(a)(i), (ii) and (iii);
- (v) by any other means.

(b) With regard to the mail service courier category:

- (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 paragraph 17.04(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 in subparagraphs 17.04(b)(i), (ii) and (iii).
  - (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 clause 17.04.
- (d) In the application of subparagraphs 17.04(a)(ii) and (iii) and 17.04(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 subparagraphs 17.04(a)(iv) and 17.04(b)(iv) in order for any employee to be considered available, he or she must submit his or 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 or her hours are extended, he or 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 clause 47.03 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**

In the application of clause 17.04 for an uncovered letter carrier 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) one (1) hour and forty-five (45) minute portions, three (3) two (2) hour and twenty (20) minute portions, or two(2) three (3) hour and thirty (30) 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 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 one (1) hour and forty-five (45) minutes or three (3) hours and thirty (30) minutes of work and be guaranteed the number of hours he or she selects at the rate of time and one-half (1 1/2).

- (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 sub-paragraph 17.05(d)(i), 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 sub-paragraph 17.05(d)(ii) are to be sorted, prepared and delivered.
  - (iv) In each location or installation, the supervisor(s) and Union representative(s) will meet and consult on the way in which sub-paragraph 17.05(d)(ii) will be applied in that installation.
- (e) After all requirements in sub-paragraphs 17.04(a)(i), (ii), (iii) and 17.04(b)(i), (ii), (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 or 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.

**17.06 Coverage of Known Periods of Absence - Full-time Employees**

If a full-time employee in the letter carrier classification 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) Relief letter carriers in the installation will bid by seniority to cover the absence.
- (b) If, under paragraph 17.06(a), a relief letter carrier elects to cover the absence, then full-time letter carriers in the installation will bid by seniority to replace the relief letter carrier.
- (c) If, under paragraph 17.06(a), there are no relief letter carriers in the installation who wish to cover the absence, the absence will be covered in accordance with paragraph 17.06(d).
- (d) The original absence, or the absence remaining after or resulting from the application of paragraph 17.06(b) will be bid by seniority among part-time letter carriers in the component. If no such employee wishes to accept this temporary promotion it

is offered by seniority to part-time mail service couriers in the component.

- (e) The part-time absence resulting from the application of paragraph 17.06(d), if any, will be bid by seniority among employees in the same classification and component as the resulting absence.
- (f) Finally, the original absence or the absence remaining after or resulting from the application of the above paragraphs will be covered by a temporary employee in accordance with Article 44.

**17.07 Coverage of Known Periods of Absence - Part-time Employees**

If a part-time letter carrier 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) Part-time letter carriers in the component will bid by seniority to cover the absence.
- (b) The absence remaining after or resulting from the application of paragraph 17.07(a) will be covered by a temporary employee in accordance with Article 44.

**17.08 Bumping Rights**

Where the temporary assignment of a regular part-time employee ends, he or she may displace the most junior temporary employee in the component who is covering a temporary full-time assignment.

**17.09        installations With One (1) Relief Letter Carrier**

In installations with only one (1) relief letter carrier, the primary duty of the relief person will be to replace employees on vacation leave.

**17.10        Coverage of Known Absences - Other Classifications - Group 2**

The provisions of clauses 17.06 to 17.09, adapted as may be necessary, shall apply to the coverage of known absences of five (5) working days or more for employees in the classifications of Mail Service Courier and Mail Service Courier (Heavy Vehicle).

**ARTICLE 18**

**DESIGNATED PAID HOLIDAYS**

**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)        Canada 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**

- (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 or she gives the Corporation ten (10) working days' notice, in writing, prior to that day.
- (b) Where the number of employees requesting the same day off exceeds the number of available relief employees, such absences shall first be covered by available volunteer part-time employees up to a maximum of eight (8) hours and, where upon completion of the preceding step, absences still remain, by temporary employees from the appropriate list.
- (c) 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**

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**

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 or she was on duty immediately preceding the holiday.

**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.

**18.08 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**

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 Group 2 employees, clause 18.13 applies.

**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**

- (a) Where a full-time employee is required to work on a holiday or on a rest day moved, he or 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 or 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 or 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 or 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 or she continues to work thereafter;

(ii) a paid meal period of one-half (1/2) hour after four (4) hours at work if he or she continues to work thereafter;

(iii) a paid rest period of fifteen (15) minutes after six (6) hours at work if he or she continues to work thereafter.

(c) Where a part-time employee works on a holiday or on a rest day moved, he or 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**

Where an employee works on a holiday, he or she shall be paid for all hours worked at two (2) times his or her regular straight-time rate, in addition to the pay

he or she would have been granted had he or she not worked on the holiday.

**18.11      Compensation for Work on a Holiday for Group 3, Group 4 and Group 5**

**Group 3 and Group 5**

**(a)**      When an employee works on a holiday, he or she shall be paid:

double (2) time his or her hourly rate of pay for all hours worked, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, as provided for in clause 18.10;

or

**(b)**      upon request, he or 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 or her on the holiday.

**(c)**      Where practicable and at the request of an employee, the Corporation will grant the leave earned in sub-paragraph 18.11 (b)(i) contiguous to the employee's vacation leave.

**(d)**      Any lieu days created under the provisions of sub-paragraph 18.11 (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 or her letter of appointment as at the end of the fiscal year.

**Group 4**

- (e) When an employee is required to work on a holiday, he or she shall be paid, in addition to the pay he or she would have received had he or she not worked on the holiday, two (2) times his or her straight-time hourly rate for all hours worked by him or her, as provided for in clause 18.10.
- (f) Notwithstanding paragraph 18.11 (e), an employee assigned to duty outside his or her headquarters' area (other than to training courses conducted under Article 40) who cannot return to his or her headquarters' area for a designated holiday without incurring additional expense to the Corporation, shall, if he or she so requests and sufficient work is available, work the holiday. For such work, the employee shall receive his or her normal daily rate of pay and, in addition, be paid at two (2) times his or her straight time hourly rate for all hours worked by him or her.
- (g) An employee whose hours of work are governed by paragraph 14.01 (i), who is assigned by the Corporation to undertake

training outside his or her headquarters' area and who cannot return to his or 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 or her normal daily rate of pay and, in addition, upon his or her return to his or 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 Assignment Holiday Work for Group 1, Group 3, Group 4 and Group 5**

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**

- (a) Where a regular delivery service to customers is to be provided on a designated paid holiday, all of the employees in Group 2 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, provided the employee is qualified to perform the duties of the assignment.
- (ii) If the required number of employees is not obtained in applying subparagraph 18.13(b)(i), 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**

- (a) Subject to paragraph 18.14(b), staff shall be reduced to a minimum after 16:00 hours on Christmas Eve and during the following day, and after 16:00 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 staff shall be reduced to a minimum after 18:00 hours on Christmas Eve and during the following day, and after 18:00 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 18.14(a) and (b), an employee who would otherwise receive a shift premium will not receive such a premium if, as a result of a shift change pursuant to this clause, the employee does not work a shift on which a premium is paid.

## **ARTICLE 19**

### **VACATION LEAVE**

#### **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 or she has completed less than seven (7) years of continuous employment:
- (b) four (4) weeks per fiscal year after he or she has completed seven (7) years of continuous employment:



- (c) five (5) weeks per fiscal year after he or she has completed fourteen (14) years of continuous employment;
- (d) six (6) weeks per fiscal year after he or she has completed twenty-one (21) years of continuous employment;
- (e) seven (7) weeks per fiscal year after he or she has completed twenty-eight (28) years of continuous employment.

During his or her vacation leave, the employee shall receive the salary provided for in clause 19.10.

**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 or she is entitled to receive pay for at least ten (10) days.

**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 ( $1/2$ ) day, the entitlement shall be increased to the nearest half ( $1/2$ ) day. Vacation leave shall only be granted in multiples of one-half ( $1/2$ ) day.

**19.04 No Leave During First Six Months**

An employee earns but is not entitled to receive vacation leave during his or her first six (6) months of continuous employment.

**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 clause 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,  
or
- (f) granted injury-on-duty leave,

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.

**19.08 Accumulation of Vacation Leave**

Where, in any fiscal year, an employee has not been granted all of the vacation leave credited to him or

her, the unused portion of his or her vacation leave shall be carried over into the following fiscal year.

**19.07 Vacation Pay Upon Termination**

(a) Where an employee dies or otherwise terminates his or her employment after a period of continuous employment of not more than six (6) months, he or she or his or her estate shall, in lieu of earned vacation leave, be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by him or her during his or 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 or 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 or her employment.

(ii) Where a part-time employee dies or otherwise terminates his or her employment, or is appointed to a full-time position, he or she or his or 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 or her death, termination or appointment as the case may be.

**19.08 No Payback in the Event of Death**

When the employment of an employee who has been granted more vacation leave than he or she has earned is terminated by death, the employee is considered to have earned the amount of vacation leave granted to him or her.

**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 or 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**

- (a) During his or her vacation leave, a full-time employee shall receive his or her regular salary.
- (b) A part-time employee shall be entitled to vacation pay equal to a percentage of the total of his or her current calendar years 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 twenty-one (21) years of continuous employment;
- (v) fourteen percent (14%) after the employee has completed twenty-eight (28) years of continuous employment.

(c) Calendar year earnings, for the purposes of calculating vacation pay, shall reflect the gross wages as reported on the employee's T-4 earnings as "*Total income Before Deductions*".

For the purpose of calculating vacation pay of an employee who has been granted parental leave pursuant to Article 23, calendar year earnings shall be increased by an amount equal to the regular salary the employee would have earned during the leave period (based on his or her scheduled hours for the week immediately preceding the leave period) less any monies received from the Corporation during the leave period.

(d) Part-time employees shall receive their vacation pay as follows:

- (i) To ensure continuance of pay, a part-time employee shall receive a payment based on his or her scheduled hours for the week immediately preceding the vacation period. This payment will be made according to the method of pay for part-time employees.
- (ii) The difference, if any, between the total entitlement to vacation pay provided for in paragraph 19.1 O(b) and the monies received in accordance with sub-paragraph 19.10(d) (i) are paid prior to the last Friday of March of the following calendar year.
- (iii) Any overpayment incurred as a result of the application of this clause shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any future payment of salary.
- (iv) The provisions of paragraphs (b) to (d)(iii) above shall apply as of April 1, 2000. Until then, the corresponding provisions in the preceding collective agreement shall continue to apply. However, vacation pay accumulated as of December 31, 1999, pursuant to paragraphs 19.1 O(b) and (c) of the said collective agreement shall be paid in full prior to March 31, 2000.

**19.11 Vacation Pay Advance**

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.

**19.12 No Work During Vacation Leave**

No employee shall be required or authorized to work during his or her vacation leave.

**19.13 Pre-retirement Leave**

(a) In addition to vacation leave provided for under this agreement, a regular employee who attains fifty (50) years of age and completes twenty (20) years of continuous employment or, attains sixty (60) years of **age** and completes five (5) years of continuous employment, shall be entitled to be paid a pre-retirement leave of one (1) week in the fiscal year in which he or she

becomes eligible for such leave and in every fiscal year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.

- (b) An employee may elect to take her or his fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.
- (c) 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.
- (b) It is understood that there shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.
- (e) No employee shall be required or authorized to work during his or her pre-retirement leave.
- (f) 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 or her pre-retirement leave.
- (g) In the event of termination of employment, for reasons other than death or lay-off, the Corporation shall recover from any monies owed to the employee an amount equivalent to pre-retirement leave taken by the employee after the beginning of the fiscal



year and prior to his or her birthday or anniversary date, whichever is later.

- (h) In the event that an employee exercises his or her right under paragraph (b), the Corporation shall not recover the fifth (5th) or the sixth (6th) week of pre-retirement leave if the Corporation would not otherwise be able to recover the fifth week pursuant to paragraph (g).

**19.14 Vacation Leave Schedule**

- (a) The vacation leave schedule for an employee in Group 1, Group 3, Group 4 or Group 5 will be spread over forty-eight (48) 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 four (4) remaining three (3) week blocks will be scheduled from January to March inclusively 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 classification of employees.
- (b) The vacation leave schedule for full-time employees in Group 2 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, Group 3, Group 4 and  
Group 5**

- (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 or her vacation leave;
    - (b)**      the amount of leave he or 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 weeks 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**

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 or her vacation leave,
  - (ii) the amount of leave he or 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 or her vacation entitlement will be permitted, by seniority, to bid only on one (1) portion of his

or 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 or she will be given the opportunity to use his or her seniority to bid on whatever blocks or portions of blocks are left vacant.

- (e) 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.
- (f) 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 to or following, or a combination of both, 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 paragraph 19.16(d).
- (g) When an employee transfers to another location after selecting his or her vacation leave, he or 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 LC-1 or PO MSC-1 within the category will be promoted on an acting basis and placed directly on the assignment, and a temporary employee will cover the resultant vacancy.

Should no part-time PO LC-1 or PO MSC-1 within the category wish to cover the absence, a temporary employee will be placed directly on the assignment.

**Part-time Employee**

A temporary employee will be placed directly on the assignment.

- (h) 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.
- (i) After an employee bid for the vacation schedule has been approved by the Corporation and it is detected that an error made by the Corporation, 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 or she would have been entitled to bid in accordance with his or her seniority, without

interfering with any other bids already posted.

- (j) Temporary employees may be used between the middle of June to the middle of September for a twelve (12) week period to cover increased vacation caused by superimposing.
- (k) The maximum number of temporary employees who may be used above shall be equivalent to the number of relief employees assigned to cover vacation assignments.
- (l) Temporary employees used to cover the superimposing will be used for a minimum of twenty (20) consecutive days.
- (m) Any unassigned temporary employees used during the twelve (12) week period in paragraph 19.16(j) may be used to cover other vacation assignments.
- (n) 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 sub-paragraph 19.1 O(b)(i), up to four (4) weeks if entitled to pay in sub-paragraph 19.10(b)(ii), up to five (5) weeks if entitled to pay in sub-paragraph 19.10(b)(iii), up to six (6) weeks if entitled to pay in sub-paragraph 19.10 (b)(iv) and up to seven (7) weeks if entitled to pay in sub-paragraph 19.1 O(b)(v), 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**

(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 using replacements may:

(i)            use temporary employees,

or

(ii)           offer additional work to regular employees.

(b)            In the application of this clause, the number of temporary employees must not normally **exceed** the number of employees covered by the collective agreement that are on annual leave.

**19.16**      **Bidding for Vacation**

Bidding for vacation must commence no later than the first (1<sup>st</sup>) week of December and must be completed in such time as to permit vacation schedules to be approved and posted by the second (2<sup>nd</sup>) week of February of the following year.

**ARTICLE 20**

**SICK LEAVE**

**20.01      Entitlement**

Sick leave shall be credited to an employee to protect him or her from loss of earnings when he or 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**

- (a)** A full-time employee shall accumulate sick leave from his or her first day of employment at the rate of one and one-quarter (1%) days for each month in which he or 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 or she is entitled to pay for at least forty (40) hours. Moreover, he or 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**

(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 or she shall receive sick leave credits for each month in which he or she is entitled to at least ten (10) days' pay and shall retain his or 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 or she shall receive sick leave credits for each month in which he or she is entitled to at least forty (40) hours' pay and shall retain his or 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**

An employee who voluntarily terminates his or her employment and is re-employed within three (3) months will maintain the sick leave credits that he or she had accumulated up to the time of his or her separation.

20.05 **Notify Corporation of Illness**

(a) An employee who is absent because of illness shall notify his or her supervisor or other designated individual prior to the commencement of his or her shift, or as

soon as possible thereafter, and advise his or her supervisor or other designated individual as to the probable date of his or her return to work.

- (b) In the event an employee is unable to return to work at the time expected, he or she shall, prior to the commencement of the shift on which he or she is expected to return, re-notify his or her supervisor or other designated individual of his or her current circumstances.

**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 or she is approaching the ten (10) day limit.
- (b) The statement signed by an employee that because of his or her illness or injury he or she was unable to perform his or 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**

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.

**20.06      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 or her duties due to illness.

**20.09      Reporting Back on Duty**

On returning from sick leave, an employee shall report to his or her supervisor.

**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 or 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 (½) 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 or she was on duty immediately preceding the absence.

20.11 **Sick Leave Without Pay and Borrowed Leave**

**Group 1**

(a) 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 or 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 or she has no credits, he or she may borrow from his or 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 or her accumulated credits, including borrowed credits, he or she shall, up to a period of five (5) calendar years, be granted leave without pay to cover his or her illness.

**Group 2**

- (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 or 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 or she has no credits, he or 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 paragraph 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 paragraph 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 or her salary, an employee who is injured on duty will be allowed to borrow sick leave credits in accordance with paragraph 20.11 (c) until the decision of the Workers' Compensation Board on the first

appeal is reached, provided that the employee has informed the Corporation of his or 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 35.06 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 or her accumulated credits, including borrowed credits, he or she shall, upon request, be granted leave without pay to cover his or her illness, subject to him or her providing medical evidence that he or 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 and Group 5**

- (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**

- (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 or 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 or she has not submitted an application for injury-on-duty leave.
  - (iii) Sick leave credits advanced under sub-paragraph 20.11 (i)(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**

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 or her credit on request.

**20.13      No Loss for Quarantine**

An employee is entitled to leave with pay for time lost due to quarantine where he or 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 and  
Group 5**

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 or her compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

**ARTICLE 21**

**SPECIAL LEAVE**

**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**

For the purpose of this clause, immediate family is defined as father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, spouse, common-law spouse, child of the employee, child of employee's spouse, grandparents of employee's spouse, child of common-law spouse, step children or ward of the employee, grandparents and relatives permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of his or 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.
- (b) An employee shall be entitled to special leave with pay, up to a maximum of one (1) day, to attend the funeral of his or her grandchild, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
- (c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay, under paragraph 21.02(a) or (b), he or she shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- (d) 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 the Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraphs 21.02(a) and (b).

**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 or her reporting for duty. Such leave shall not be unreasonably withheld.

**21.04 Restrictions on Special Leave**

No employee shall be granted special leave during any period in which he or she is on leave of absence without pay or under suspension.

**21.05 Scheduled Working Day**

For the purposes of this article, a day shall be considered as the part-time employee's current scheduled working day.

## **ARTICLE 22**

### **MEDICAL BOARDS**

#### **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**

### **PARENTAL RIGHTS**

#### **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 23.01 (b) and (c), 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 paragraphs 23.01 (a), (b) and (c).
- (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**

- (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 22, *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant under paragraph 23.02(a) shall sign the agreement in Appendix "B-4" 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 paragraph 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**

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 percent (93%) of her weekly wage; and
- (b) up to fifteen (15) weeks additional payments equivalent to the difference between the unemployment benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly wage.
- (c) The weekly wage referred to in paragraphs 23.03(a) and (b) 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 paragraph 23.03(a) or (b) shall be adjusted accordingly.

- (e) In the application of this clause, the combined weekly level of SUB payment, unemployment 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.

**23.04 Birth or Adoption Leave**

- (a) An employee whose spouse is giving birth to a child shall be granted leave with pay up to a maximum of one (1) day. Such leave may be granted on the day before, day of, or day after the birth of the child or on the day of the employee's 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 or her adoption of a child.
- (c) An employee shall be granted leave under paragraph 23.04(a) or(b), but not both, in respect of the birth or adoption of any one child.



23.05 **Parental 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 her or his actual care and custody.

- (b) An employee who requires a parental 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 23.01 (e) 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 or her parental leave.
- (f) An employee on leave under this clause shall earn sick leave as if he or 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 or she would have worked his or her regularly scheduled hours of work.
- (g) Time spent on such leave shall be counted for annual increment purposes.

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 or 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 or her adoption leave.
- (f) An employee on leave under this clause shall earn sick leave as if he or 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 or she would have worked his or 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**

- (a) After completion of six (6) months' continuous employment, an employee who provides the Corporation with proof that he or she has applied for and is in receipt of unemployment benefits pursuant to Section 23, *Employment Insurance Act*, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (b) An applicant under paragraph 23.07(a) shall sign the agreement in Appendix "B-5" with the Corporation, providing:
- (i) that he or she will return to work and remain in the Corporation's employ for a period of at least six (6) months after his or her return to work;
  - (ii) that he or she will return to work on the date of the expiry of his or 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 paragraph 23.07(b), the employee recognizes that he or she is indebted to the Corporation for the amount received as adoption leave allowance.

**23.06 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 or her weekly wage; and
- (b) up to ten (10) weeks additional payments equivalent to the difference between the unemployment benefits the employee is eligible to receive and ninety-three percent (93%) of his or her weekly wage.

- (c) The weekly wage referred to in paragraphs 23.08(a) and (b) 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 paragraph 23.08(a) or (b) shall be adjusted accordingly.
- (e) In the application of this clause, the combined weekly level of SUB payment, unemployment 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 and Group 5**

- (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 Corporation shall be provided for the

care and nurturing of preschool 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**

### **INJURY-ON-DUTY LEAVE**

#### **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 or she is unable to perform his or her duties because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
- (b) sickness resulting from the nature of his or her employment,

or

- (c) over-exposure to radioactivity or other hazardous conditions in the course of his or her employment,

if the employee agrees to pay to the Corporation any amount received by him or her for loss of wages in settlement of any claim he or she may have in respect of such injury, sickness or exposure.

**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 or 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 or her average weekly rate of pay for his or her period of employment will be used.

**ARTICLE 25**

**ISOLATED POST ALLOWANCE**

**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 or her post to a point of departure and to return from a point of departure to his or her post.

**25.02      Transportation Problems**

In the case of unavoidable delay due to transportation problems between his or 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**

The Corporation shall pay employees working in isolated posts described in Appendix "H" the allowance provided for in that appendix.

**ARTICLE 26**

**LEAVE FOR UNION BUSINESS**

**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 or she is elected or appointed to hold office.



**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, negotiating 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**

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**

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**

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**

- (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 or to take part in a conference or Union education seminar will remain on the Corporation's payroll, and the Corporation will be fully reimbursed by the local of the Union.
- (c)      In the above situations, leave shall be granted upon written authorization by the President or Secretary-Treasurer of the Union or, as the case may be, of the local of the Union.
- (d)      Amounts claimed by the Corporation from the Union or from a local of the Union under this clause shall be paid at the latest thirty (30) working days following transmission of an invoice from the Corporation.
- (e)      The invoice shall include detailed information to allow for identification of the individuals

and the leave for which the Corporation is asking to be reimbursed.

- (f) Should the Union, or the local of the Union as the case may be, believe that the invoice contains an error, the Union, or the local of the Union, shall provide written details of the alleged error to the Corporation within the time frame mentioned in paragraph (d). Any amounts claimed which are not disputed on the invoice shall be paid in accordance with paragraph (d).
- (g) Once the Union, or the local of the Union, has provided the Corporation with the details of the alleged error, the parties shall meet without delay in an effort to resolve the dispute.
- (h) If amounts claimed are not disputed according to paragraph (f) and are not paid within the time frame mentioned in paragraph (d), the Corporation deducts such amounts from a subsequent dues remittance as provided in clause 4.04.
- (i) Where it is a local of the Union that has disputed amounts claimed, and the parties are unable to resolve the dispute in accordance with paragraph (g), the Corporation shall provide notice to the Union of the dispute, and shall enclose a copy of the relevant invoice.
- (i) If amounts claimed are not disputed by the Union and are not paid within fifteen (15) working days after transmission of the notice in paragraph (i), the Corporation deducts such amounts from a subsequent dues

remittance as provided in clause 4.04.

- (k) If the Union continues to dispute the amounts claimed, it shall provide the Corporation with written details of the alleged error within the fifteen (15) working day period mentioned in paragraph (j) and the parties shall meet without delay in an effort to resolve the dispute.

## **ARTICLE 27**

### **OTHER LEAVES OF ABSENCE**

#### **27.01      Education Leave**

- (a) 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 and may be renewed by mutual agreement.

- (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 one hundred percent (100%) of his or 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 or she has undertaken to serve after completion of the course;

he or she shall repay the Corporation all allowances paid to him or 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**

- (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 leave of absence with pay to an employee who is required to attend to emergencies affecting the community.

**27.03 Court Leave**

Leave of absence with pay for his or her normal daily hours shall be granted to every employee who, on a day he or she would otherwise have worked his or 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 or 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 or she will be granted a reasonable period of rest, not to exceed eight (8) hours following his or 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**

Where an employee is participating in a personnel selection process for a position within the Corporation, he or she is entitled to leave of absence with pay for the period during which his or her presence is required for purposes of the selection process and for such further period as the Corporation considers reasonable for him or her to travel to and from the place where his or 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 Relocation of Spouse**

- (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.

**27.06      Examination Leave With Pay**

- (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 or her qualifications.

- (b) If an employee's duties include driving a Corporation owned motor vehicle, for which he or she must be licensed other than as a private motor vehicle operator, when his or 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.

**27.07 Career Development Leave With Pay**

- (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 or 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 paragraph 27.07(a). 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.

**27.08 Leave Without Pay for Personal Needs for Group 3 and Group 5**

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 paragraphs 27.08(a) and (b) during his or her total period of employment in the Corporation. Leave without pay granted under this clause may not be used in combination with maternity, parental or

adoption leave without the consent of the Corporation.

- (d) Leave without pay granted under paragraph 27.08(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 paragraph 27.08(b) 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.

**27.09 Leave Without Pay for Group 2**

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:

- (a) the employee gives reasonable advance notice of the period requested, and
- (b) 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.

**ARTICLE 28**  
**SEVERANCE PAY**

**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 or her resignation severance pay equal to the amount obtained by multiplying half (1/2) of his or her weekly rate of pay on resignation by the number of completed years of his or her continuous employment to a maximum of twenty-six (26).

**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* or under the pension plan established by Canada Post Corporation pursuant to sections 46.1 and following of the said Act shall be paid severance pay equal to the product obtained by multiplying his or her weekly rate of pay on termination of employment by the number of completed years of his or her continuous employment to a maximum of twenty-eight (28).

**28.03      Death**

Regardless of any other benefit payable, if an employee dies, there shall be paid to his or her estate an amount equal to the product obtained by multiplying his or her weekly rate of pay at the time of death by the number of completed years of his or her continuous employment to a maximum of twenty-eight (28).

**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 has, for the purpose of severance pay, his or her complete years of continuous part-time employment reduced pro rata 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**

- (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* or under the pension plan established by Canada Post Corporation pursuant to sections 46.1 and following of the said 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).

**28.06**      **Departure Incentives**

- (a)      In order to avoid having employees being declared surplus or to help in resolving the situation more easily once employees have been declared surplus, the Corporation may, at any time, at its discretion, offer departure incentives. It is understood that the incentives offered will be determined by the Corporation and that they will be administered to the employees concerned in a consistent and uniform manner.
  
- (b)      The Corporation shall determine the number of departure incentives available to employees by classification within a post office.
  
- (c)      The Corporation shall notify the employees in the targeted classifications in the post office of the details of the departure incentive program. At the same time, a copy of this notice will be provided to the local Union. Such notice will indicate the expected number of incentives available, the post office and classification targeted, the last date on which expressions of interest will be accepted and will invite employees to indicate their interest in the departure incentive program.

- (d) Employees will have at least twenty (20) working days following the notice mentioned in paragraph 28.06(c) to indicate their interest in writing to the designated representative of the Corporation.
- (e) The Corporation will provide the local of the Union with a list of the names of employees in seniority order by classification who have indicated an interest in the departure incentive program.
- 6 The Corporation will offer departure incentives in seniority order within the targeted classification within the post office to employees who have indicated their interest under paragraph 28.06(d) in the following order of preference:
  - (i) first to those who are eligible for an immediate annuity or an annual allowance at age fifty (50) under the *Public Service Superannuation Act* or under the pension plan established by Canada Post Corporation pursuant to sections 46.1 and following of the said Act; and then, if necessary,
  - (ii) to the other employees.
- (g) When making an offer under paragraph 28.06(f), the Corporation will provide to the employee the specifics of his or her incentive in writing. The employee will have twenty (20) working days to notify the Corporation in writing of his or her acceptance or refusal of the departure incentive offer. Failure to

respond within the twenty (20) working days will be treated as a refusal.

- (h) The Corporation will notify the local of the Union of the names of employees to whom an offer is made.
- (i) The Corporation agrees that any offer made pursuant to paragraph 28.06(f) will be presented to the employees concerned within forty (40) working days following the last date on which expressions of interest were to be accepted. At the end of the process, the Corporation further undertakes to advise all employees who expressed an interest in a departure incentive under paragraph 28.06(c) of the status of their application.
- (j) At any meeting with the Corporation to discuss his or her departure incentive, an employee has the right to be accompanied by a representative of the Union.
- (k) The Corporation will notify the local Union of the names of employees who have accepted a departure incentive; it is understood that this satisfies the requirement under paragraph 10.06(b).

## **ARTICLE 29**

### **TECHNOLOGICAL CHANGES**

#### **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**

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**

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**

The notice mentioned in paragraph 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**

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 to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

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**

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 to introduce 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**

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**

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**

- (a) The arbitrator shall commence his or her work within fourteen (14) calendar days after the date on which he or 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 or 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**

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 or 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 29.11 (a).

(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 or she requires during his or 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 or 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.

**6**                    **Displacement**

When an employee is transferred permanently from a working place to another, he or she shall be entitled to a lump sum compensation of two hundred dollars (\$200) or four hundred dollars (\$400) depending on whether the distance between his or her residence at the time of the transfer and his or her new working place has increased by three point two (3.2) or six point five (6.5) kilometres, (two (2) or four (4) miles), respectively.

**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**

**GROUP INSURANCE AND BENEFIT PLANS**

**30.01**                **Definitions**

The following definitions apply for purposes of this article:

- (a)                    “*premium*” means monies directed to the cost of an insured plan (the Disability Insurance Plan);

- (b) *“contribution”* means monies directed to the cost of a self-insured Administrative Services Only Plan (the Extended Health Care, Dental and Hearing and Vision Plans) including the cost of the administrative services provided by an insurer;
- (c) *“co-insurance”* means the percentage by which the employees and the employer share in the amount of eligible expenses;
- (d) *“cost-sharing”* includes, where applicable, premiums, contributions, co-insurance, and deductibles.

**30.02 Extended Health Care Plan (EHCP)**

- (a) The Extended Health Care Plan (EHCP) as amended from time to time, shall remain in effect during the term of this agreement.
- (b) The EHCP will be available to all regular employees.
- (c) The EHCP co-insurance shall be eighty percent (80%) employer and twenty percent (20%) employee.
- (d) The Corporation’s contribution to the “Medical” portion of EHCP (this excludes the Optional Expenses Benefit) shall be one hundred percent (100%).
- (e) Employees covered by the EHCP will be subject to an annual deductible of fifty dollars (\$50) for each covered person to a maximum of eighty dollars (\$80) for family coverage. This paragraph comes into effect

on April 1, 2000, and will be deducted on a pro rata basis for the calendar year 2000.

- (f) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the EHCP.

**30.03 Post-Retirement Health Care Benefits**

- (a) For purposes of this clause, a retiree is a regular employee who has retired from the Corporation and who is in receipt of an annual allowance or an immediate annuity under the *Public Service Superannuation Act* or under the pension plan established by Canada Post Corporation pursuant to section 46.3 of said Act.
- (b) Subject to the other provisions of this clause, a retiree who has ten (10) years or more of continuous service on the date of retirement shall be covered by the EHCP if he or she elects to receive these benefits within sixty (60) days of the retirement or the date on which he or she starts to receive a deferred pension.
- If no application to receive the benefits is made, the retiree will not be eligible to be covered by EHCP. This is a one-time election.
- (c) The retiree with less than ten (10) years of continuous service who is totally disabled and in receipt of a disability pension pursuant to the *Public Service Superannuation Act* or the pension plan of the Corporation shall also be covered by the



EHCP if an application is made as provided for in paragraph (b) above.

- (d) Notwithstanding paragraphs (b) and (c) above, an employee whose employment is terminated shall not be entitled to EHCP if he or she defers pension entitlements for more than five (5) years.
- (e) If a retiree who elected for coverage subsequently notifies the carrier that he/she wishes to discontinue coverage under Post Retirement Health Care, he/she will not be eligible to rejoin the plan at a later date.
- (f) Subject to paragraph 30.03(g), retirees covered by the EHCP pursuant to this clause are entitled to the same EHCP as active employees, including the level of benefits, deductibles and co-insurance.
- (g) The Corporation's contribution to the "Medical" portion of EHCP (this excludes the Optional Expenses Benefit) shall be eighty percent (80%) and the contribution of the retiree shall be twenty per cent (20%).
- (h) Paragraphs 30.03(a), (b), (c), (d), (e), (f) and (g) apply to employees who retire on or after April 1st, 2000.
- (i) Employees who retire before April 1<sup>st</sup>, 2000, will be subject to the existing terms and conditions for post-retirement benefits in effect on March 31<sup>st</sup>, 2000.

**30.04**      **Dental Plan**

- (a)      The dental plan shall remain in effect for the term of this agreement.
- (b)      All regular employees shall be covered by the plan.
- (c)      The Corporation's contribution to the plan shall be one hundred percent (100%).
- (d)      Employees covered by the Dental Plan will be subject to an annual deductible of fifty dollars (\$50) for each covered person to a maximum of eighty dollars (\$80) for a family. This paragraph comes into effect on April 1, 2000, and will be deducted on a pro rata basis for the calendar year 2000.
- (e)      Effective April 1, 2000, the 1999 Dental fee schedule shall apply.  
  
Effective April 1, 2001, the 2000 Dental fee schedule shall apply.  
  
Effective April 1, 2002, the 2001 Dental fee schedule shall apply.
- (f)      During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the Dental Plan.

**30.05**      **Hearing and Vision Plan**

- (a)      The hearing and vision plan shall remain in effect for the term of this agreement.
- (b)      All regular employees shall be covered by the plan.

- (c) The Corporation's contribution to the plan shall be one hundred percent (100%).
- (d) The vision benefits will be one hundred and thirty dollars (\$130) for each two (2) calendar year period.
- (e) The hearing benefits will be six hundred dollars (\$600) for each sixty (60) month period.
- (f) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the Hearing and Vision Plan.

**30.06 Disability Insurance Plan**

- (a) The parties agree that the Disability Insurance Plan shall be available to all regular employees subject to eligibility requirements set by the plan.
- (b) The parties agree that enrolment in the Disability Insurance Plan will continue to be mandatory for part-time employees hired after March 10, 1985.
- (c) The premium will be paid by employees and the Corporation based on a fifty (50) - fifty (50) proportion. 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) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the Disability Insurance Plan.

- (e) The Corporation administers the Disability Insurance Plan. However, the payment of benefits under the plan shall be the exclusive responsibility of the insurance carrier. Consequently, the grievance and arbitration procedure shall not apply in case of disagreement between the employee and the insurance carrier and such disagreements shall be resolved in accordance with Appendix "N".

30.07 **Copies of Plan Documents**

Within sixty (60) days of the signing of the collective agreement, the Corporation will provide the Union with copies of the plan documents referred to in clauses 30.02, 30.04, 30.05 and 30.06. The Corporation will provide the Union with amended versions of the plan documents should there be changes to the plan documents during the term of the collective agreement.

30.08 **Provincial Medical Insurance Plan**

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.

**ARTICLE 31**

**WICKET/COUNTER EMPLOYEES**

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 or her normal duties.

**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**

- (a) All audits of the credit of a wicket/counter clerk shall take place in his or 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 or she is available in the work area, or if he or she is not, by another employee.
- (b) A wicket/counter clerk shall be given an opportunity to make a weekly audit during his or her working hours at a time to be determined by his or 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 or 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**

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**

**TRANSPORTATION AND TRAVEL**

**32.01      Transportation**

(a)      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].

(b)      The Corporation will also provide transportation to letter carriers while on duty 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.

**32.02      Relief Assignment**

An employee shall not be required to accept to move from his or her postal facility to another which is at a distance of more than forty (40) kilometres from his or her postal facility to perform relief assignments.

In those situations provided for in clauses 51.03 and 52.03, this limit shall be thirty (30) kilometres.

**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**

- (a)      When an emergency situation arises that is beyond the control of the Corporation and transportation cannot be supplied as provided in paragraph 32.01 (b), the matter will be referred for meaningful consultation with the National Director of the Union.
- (b)      If agreement is not reached in paragraph 32.04(a), the matter will be referred to the national level.

**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 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 32.05(a), (b) and (c).

**32.06 Private Vehicle**

- (a) Notwithstanding paragraphs 32.01 (b) and 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) An employee volunteering to use his or her private vehicle to replace the special transportation vehicle will be compensated in accordance with clause 35.07 the same total number of kilometres 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 or 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 routes on which letter carriers may be permitted to use private vehicles.
- (e) After these 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 routes they wish to take and their willingness to utilize private vehicles.
- (f) During the restructuring process, routes which have been identified in accordance with paragraph 32.06(d) and which have been identified by employees willing to utilize private vehicles may be restructured for special transportation. It is understood that the routes so identified may change or disappear during the restructuring process. All other routes shall be restructured in accordance with normal restructuring procedures.
- (g) All employees shall bid on the restructured routes in accordance with the collective agreement.
- (h) Where, in the course of the bidding, a letter carrier obtains a route which is structured for special transportation and that letter carrier is not willing to use a private vehicle, he or she shall be conveyed by the special transportation designated for that route.

- (i) Once the bidding process is completed and the restructuring implemented, employees will be required to utilize the transportation designated for that route.
- (j) This procedure shall be followed in subsequent restructuring. Routes that were, notwithstanding paragraph 32.05(c), converted from public transportation to special transportation in accordance with paragraph 32.06(f), will be considered to be on public transportation for the purpose of applying this procedure in subsequent restructuring.
- (k) Notwithstanding Article 11 and clauses 13.28 to 13.31, 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 or her own private vehicle will be allowed to carry out any other employee to his or her route.
- (n) No employee in his or her own private vehicle will be allowed to carry any relay bundles in his or 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 or her vehicle, he or 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 or her supervisor that his or her private vehicle is not available for that day.

**32.07 Travelling Time for Group 3 and Group 5**

- (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) kilometres, centered on the workplace.
- (b) When an employee is required to travel outside his or 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 paragraphs 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 paragraphs 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 or her destination and, upon his or her return, direct back to his or 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 paragraphs 32.07(b) and (c):

- (i) on a normal working day on which he or she travels but does not work, the employee shall receive his or her daily rate of pay for the day;
- (ii) on a normal work day on which he or she travels and works, the employee shall be paid:
  - (1) his or her daily rate of pay for a combined period of travel and work not exceeding his or her normal hours of work; and
  - (2) at the applicable overtime rate for additional travelling time in excess of his or her normal time in excess of his or 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 or 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 or 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 a workplace other than his or her normal workplace and his or her status is such that he or she is not entitled to claim expenses for lodging and meals, the Corporation shall provide transportation or mileage allowance in lieu of 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 or her normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**32.08 Travelling Time for Group 4**

- (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 or 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 or she can utilize overnight accommodation, he or she shall be compensated for all hours of that delay at his or her straight-time hourly rate, except that where good sleeping accommodation is available at no expense to the employee and when he or she has eight (8) continuous hours available to him or her after 22:00 hours and prior to 08:00 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 or her private motor vehicle in place of a public carrier whenever he or 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 or she had travelled by public carrier.

## **ARTICLE 33**

### **HEALTH AND SAFETY**

#### **33.01 Policy Statement**

The parties recognize an employee's right to working conditions which show respect for his or 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**

- (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 cooperate 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**

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 Human Resources Development 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 Human Resources Development Canada referred to in clause 33.03 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 Human Resources Development Canada referred to in clause 33.03 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 honestly and impartially. 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 than fully apply.

**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 or she is obliged to inform the

Corporation without delay in writing or orally if he or 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 or 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**

- (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 or her disposal by the Corporation or for which he or 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 or 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**

- (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**

The Corporation agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to his or 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**

- (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 standard first aid certificate or any other equivalent first aid certificate recognized by the Canada Occupational Safety and Health Regulations, pursuant to the *Canada Labour Code*, shall have access to the first aid room and the first aid kits at all times.
- (c) From the lists prepared pursuant to subparagraph 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**

- (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**

- (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 or 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 paragraph 33.10(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**

- (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**

- (a) Restriction for Group 1, Group 3, Group 4 and Group 5**

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 Group 2**

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 or her route in the a.m. or p.m.

**33.13 Right of Refusal**

- (a)** An employee has the right to refuse to do particular work if he or she has reasonable grounds to believe that the performance of this work will endanger his or her health, safety or physical well-being, or may similarly endanger another employee.
- (b)** The employee may not however exercise the right granted him or her under paragraph 33.13(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 33.13(a):
- (i) he or she shall inform his or her supervisor and Union representative without delay;
  - (ii) he or she shall suffer no loss of salary during the period for which he or she withdraws his or her services;
  - (iii) he or 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 or 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.

- (a) 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**

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**

- (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**

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**

- (a) A Union representative acting pursuant to this article during his or her hours of work shall not suffer any loss of salary.

- (b) If the activities conducted in paragraph 33.17(a) 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**

- (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 two-thirds (2/3) of a day, for each four (4) week period in which he or she works on the night shift on twelve (12) occasions. The four (4) week periods shall commence on January 29, 1995. 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 or her recovery leave.
- (e) An employee in Group 2 will be entitled to night worker's leave as provided above if, in addition to the above conditions, the majority of his or her regularly scheduled hours of work are between the hours of 23:00 and 07:00.

- (f) The transition to and implementation of this clause will be the subject of consultation between the parties.

**33.19 Rest Periods on Coding or Keying Duties**

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 or keying duties for which the standard is twelve hundred (1200) pieces or more per hour shall be given a five (5) minute rest period during every hour worked in these duties 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**

- (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**

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**

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**

- (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.

- lb) 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 or 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 or her load, he or she shall immediately report it to his or 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, 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**

- (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 hereinabove 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**

- (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 the parties.
- (d) It is understood the Union will bear the costs of studies conducted under this clause.

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**

- (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 33.27(a) do not apply to maintenance employees who use these products in the normal course of their work.

33.26 **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**

Electronics personnel are not required to be responsible for the care and operation of back-up power generating units.

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 glaxis;
  - (iv) the performance of mail service courier tasks.
- (c) The National Joint Health and Safety Committee may recommend other areas and tasks that could require the wearing of protective footwear.

## **ARTICLE 34**

### **UNIFORMS AND PROTECTIVE CLOTHING**

#### **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.

**TABLE 1**

**CLOTHING ENTITLEMENT  
MAIL HANDLERS AND DESPATCHERS ON  
FULL-TIME OUTSIDE DUTIES**

Article	Number	Duration	Conditions
Jacket	1	2 years	Initial issue for new employees; two for the first four years.
Pants (first issue) (subsequent issues)	4	2 years	Employee's choice of summer or winter weight. Male or female.
	2	1 year	
Baseball Cap	1	1 year	
Borg Hat	1	4 years	
Oxford/Golf Shirt (first issue) (subsequent issue)	6	2 years	Employee's choice of long or short sleeve oxford shirt or golf shirt or combination of garments. Male or female.
	3	1 year	
Parka and Hood	1	3 years	
Leggings (waterproof)	1	on exchange	For employees working outside on request.
Raincoat (rubberized)		on exchange	
Scarf	1	on exchange	Initial issue to be at employee's request.
Belt		on exchange	
Suspenders	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)	1	on exchange	See Note 1.

**TABLE 2**

**CLOTHING ENTITLEMENT  
MAIL HANDLERS ON INSIDE DUTIES ONLY**

Article	Number	Duration	Conditions
Aprons		Pool basis	
Work Shirts Golf Shirts	4	18 months	Employee's choice of long or short sleeve work shirt or golf shirt or combination of garments. Male or female.
Work Pants	2	18 months	Male or female.

**TABLE 3**

**CLOTHING ENTITLEMENT  
MAIL HANDLERS ON PART-TIME OUTSIDE DUTIES**

Article	Number	Duration	Conditions
Aprons		Pool basis	
Work Shirts Golf Shirts	4	18 months	Employee's choice of long or short sleeve work shirt or golf shirt or combination of garments. Male or female.
Work Pants	2	18 months	Male or female.
Insulated Jacket	1	on exchange	See Note 2.
Parka	1	on exchange	See Note 2.
Footwear (rubber)	1	on exchange	See Note 1.

**TABLE 4**

**CLOTHING ENTITLEMENT  
MAIL HANDLERS AND POSTAL CLERKS AND  
DESPATCHERS WORKING IN DOCK AREAS**

**Type 1:** Despatchers and Mail Handlers working on inside docks where trucks are able to drive inside the facility. Postal clerks in various plants assigned to these duties will qualify for these entitlements.

**Type 2:** Despatchers and Mail Handlers working on inside docks where trucks are not able to drive inside the facility. The trucks remain outside and the wind flaps are the only protection from the elements. Postal clerks in various plants assigned to these duties will qualify for these entitlements.

Article	Number	Duration	Conditions
Aprons		Pool basis	
Work Shirts Golf Shirts	4	18 months	Employee's choice of long or short sleeve work shirt or golf shirt or combination of garments. Male or female.
Work Pants	2	18 months	Male or female.
Quilted Jacket	1	3 years	See Note 4.
Insulated Jacket	1	3 years	Type 2 only. See Note 4.
Parka		Pool Basis	See Note 6.

**TABLE 5**

**CLOTHING ENTITLEMENT  
LETTER CARRIER, MAIL SERVICE COURIER**

Article	Number	Duration	Conditions
Pants/Walking Shorts (first issue) (subsequent issue)	5 3	2 years 1 year	Employee's choice of long pants or walking shorts or combination of both. Choice of winter or summer weight for long pants. Male or female.
Baseball Cap	1	1 year	
Tie	1	1 year	Issue at employee's request.
Borg Hat	1	on exchange	
Wide Brim Hat	1	3 years	
Parka and Hood	1	3 years	
Outershell	1	onexchange	Long or short. Made o breathable, waterproof fabric.
Liner Jacket or Sleeveless Vest	1	3 years	Liner Jacket with Long Outershell. - Sleeveless vest with Short Outershell.
Raincape	1	on exchange	
Scarf/Neckwarmed Dickie	1	3 years	
Weather Pants	1	onexchange	Made of breathable, waterproof fabric.
Oxford/Golf Shirt (first issue) (subsequent issue)	6 3	2 years 1 year	Employee's choice of long or short sleeve oxford shirt or golf shirt or combination of garments. Male or female.
Balaclava/ Tuque/Headband	1	3 years	
Cardigan	1	3 years	A cardigan may be used as an outer garment.

**CLOTHING ENTITLEMENT  
LETTER CARRIER, MAIL SERVICE COURIER (cont'd)**

Article	Number	Duration	Conditions
Belt	1	on exchange	
Suspenders	1	on exchange	Optional to belt issue at employee's request.
Footwear (rubber)	1	on exchange	See Note 5.
Aprons	1	on exchange	Available for use to vehicle drivers on request and pool basis for assistants to letter carrier supervisors.

**TABLE 6**

**CLOTHING ENTITLEMENT  
WICKET/COUNTER CLERKS**

Article	Number	Duration	Conditions
Ties/Cross-over	2	1 year	
Shirts (first issue)	6	2 years	Employee's choice of long or short sleeve shirt. Male or female.
(subsequent issues)	3	1 year	
Cardigan/Vest	2	3 years	Employee's choice of cardigan or vest or combination of garments, Male or female.
Pants/Skirts (first issue)	2	1 year	Women have choice of long pants or skirts or combination of garments. Male or female style of pants.
(subsequent issue)	1	1 year	
Belt	1	on exchange	
Suspenders	1	on exchange	Optional to belt issue at employee's request.

**TABLE 7**

**CLOTHING ENTITLEMENT  
EMPLOYEES IN GROUP 3, GROUP 4 AND GROUP 5**

Article	Number	Duration	Conditions
Aprons		Pool basis	
Work Shirts	4	18 months	Male or female.
Work Pants	2	18 months	Male or female.
Parka		Pool basis	Employees on outside duties. See Note 2. Individual issue for employees who are exposed to the elements of constantly open doors.
Footwear (rubber)			See Note 1.
Coveralls	2	Exchange basis	For employees working on non-national equipment only. Initial issue to be at employee's request.
Rubber Apron		Pool basis	Issue to employees who charge batteries 01 clean equipment.
Rubber Gloves (elbow length)	1 pair	onexchange	Issue to employees who charge batteries 01 clean equipment.
Rain Suit (c/w Rain Hood)		Pool basis	Employees on outside duties.
Quilted Jacket (with/without sleeves)		Pool basis	
Cloth Cap (welder's skull cap)	1	on exchange	Welders and machinists only.

**Note 1:** The Corporation will provide rubber footwear to mail despatchers, mail handlers, part-time mailhandlers and employees in Group 3 and Group 4 who work regularly on outside duties in wet weather conditions.



- Note 2:** Mail handlers, part-time mail handlers, and employees in Group 3 and Group 4 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:** Postal clerks who are not assigned to these specific duties but whose physical work centre is in proximity of the dock shall be entitled to individual issues of these garments.
- Note 5:** The need for and type of anti-slip devices for employees in Group 2 are to be determined through local consultation and purchases are to be made from local funds.
- Note 6:** Each facility will keep parkas in a clothing pool for those times when employees have to go outside in winter weather.
- Note 7:** The parties agree that any employee who, for medical reasons, cannot wear any of the above issues that have been supplied to him or 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:** At any time during the life of this collective agreement the parties may agree to amendments to Article 34.

Any agreements reached between the parties to amend Article 34 shall receive written approval of the authorized national representatives of the parties.

**34.02** **Standards**

**(a)** The parties agree that the regular Uniforms Committee will continue to function and discuss such matters as:

- (i)** the quality and style of articles of clothing;
- (ii)** procurement lead time required for issue of new articles of clothing;
- (iii)** the arranging of field tests of new articles of clothing to determine style, quality and specifications;

and

- (iv)** other aspects of articles of clothing that do not directly affect the rate of entitlement as outlined in clause 34.01.

**(b)** If the Uniforms Committee determines that an item in the clothing entitlement or the material of which an item is made should be changed, substitutes for the item or the material shall be subject to a field test. The Uniforms Committee shall assist in implementing the field test according to the Corporation's technical specifications. After

the field test has been conducted, there shall be consultation between the parties on the results of the test.

**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 or 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**

- (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 or her proper issue is supplied.

**34.05 Boots and Gloves**

- (a) Letter carriers (including relief letter carriers), mailmobile operators, motorized

mail couriers including motorized mail couriers (relief), 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 1 and April 15 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 1 of each year.

(b) **Part-time Employees**

In lieu of the boot and glove allowances, part-time letter carriers, mailmobile operators, motorized mail couriers including motorized mail couriers (relief), assistants to the letter carrier supervisors, and night routers, mail service couriers (including mail service couriers (relief)) and mail handlers shall receive the thirteen cents (136) per hour differential provided in the schedule of hourly rates of pay.

- (c) Regular employees who, pursuant to clause 33.30, are obliged to wear protective footwear and employees in Group 3 and Group 5 will be entitled to the boot allowance as per paragraphs 34.05(a) and (b) above. In the case of part-time employees, the in lieu payment provided for in paragraph 34.05(b) will be of twelve cents (12¢) per hour and will be paid as an allowance in each applicable pay period.
- (d) It is understood, the payment of the boot allowance provided under this clause fulfills the Corporation's obligations as per Article 33 to provide protective safety footwear to these employees.

**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**

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.

**34.06 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**

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**

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 or her uniform and/or protective clothing only while he or she is on duty or travelling between his or her residence and place of duty or when he or she has received permission to wear his or her uniform in a parade;
- (c) not substitute any articles of clothing in lieu of the articles issued by the Corporation.

**34.1 1            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 or 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**

Where employees do not qualify for individual issues in accordance with the entitlement schedule in clause 34.01, they shall be equipped with quilted jackets, insulated jackets and/or parkas, as applicable, which will be maintained in clothing pools. The parkas will not necessarily be of the same type as those usually provided by the Corporation. These articles must be returned by the employee to the pool at the end of his or her shift.

**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**

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**

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**

**PAYMENT OF WAGES AND ALLOWANCES**

**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 or 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**

The rates of pay in Appendix "A" shall be implemented as indicated therein.

**35.03      Work in Another Classification**

Where an employee temporarily substitutes in, or performs the duties of a higher paying position, he or 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 or her rate of pay shall not be reduced.

**35.04      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 or she will continue to be paid in his or her former range of rates for one year at which time the rate he or she is then being paid shall become his or her holding rate. An employee shall continue to be paid at his or her holding rate until such time as the maximum for his or her new level is equal to or greater than his or her holding rate at which time he or she shall be paid the maximum of his or her new level.

**35.05      Pay Day and Itemized Statement of Payments**

- (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 or her day of rest, he or she shall be paid on the working day preceding the day of rest provided that his or her regular pay cheque is available for distribution.
- (b) An employee shall be furnished with an itemized statement of his or her wages and deductions 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.

35.06 **Recover of Overpayment**

When an employee, through no fault of his or 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 or 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 percent (10%) of the employee's pay each pay period until the entire amount is recovered.

**35.07      Mileage Allowance**

Where an employee is required or permitted to use his or her motor vehicle for the Corporation's business, he or she shall be entitled to an allowance of twenty-six cents (**26¢**) per kilometre travelled.

**35.06      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.

**35.09      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 or she was receiving before promotion by at least one full salary increment at his or her new level, provided that the new rate does not exceed the maximum of the new level.

**35.10      Cost of Living Allowance (C.O.L.A.)**

(a) Effective August 1, 2000, the cost of living allowance based on the Consumer Price Index (C.P.I.), Canada, all items (1986=100) shall be paid quarterly as defined below to each full-time regular and part-time regular employee in accordance with the following:

- (i) For the period extending from August 1, 2000 to July 31, 2002, the quarters referred to above are as follows:

August 1, 2000 to October 31, 2000,

November 1, 2000 to January 31, 2001,

February 1, 2001 to April 30, 2001,

May 1, 2001 to July 31, 2001,

August 1, 2001 to October 31, 2001,

November 1, 2001 to January 31, 2002,

February 1, 2002 to April 30, 2002,

May 1, 2002 to July 31, 2002.

- (ii) The allowance will be paid on a basis of one cent (1¢) per hour for each full zero point zero eight (0.08) of a point increase in the C.P.I. above the adjusted index which is seven percent (7%) greater than the C.P.I. index published for July 2000.
- (iii) For the period extending from August 1, 2000 to July 31, 2002, the first payment shall become effective when the C.P.I. reaches the adjusted Index as defined in sub-paragraph 35.10(a)(ii). For the first payment, the Index published at the end of a quarter 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 sub-paragraph 35.10 (a)(ii) on hours paid between the first of the month for which the

published index exceeds the adjusted index and the end of the quarter.

- (iv) For the payments provided for in the remaining quarters, the amount of the allowance is to be determined by comparing the published C.P.I. for the last month of the quarter to the adjusted index as defined in sub-paragraph 35.10(a)(ii). If the C.P.I. still exceeds the adjusted index, the allowance is paid in accordance with sub-paragraph 35.1 O(a)(ii) on hours paid during the appropriate quarter.

(b) Effective August 1, 2002, the cost of living allowance based on the C.P.I., Canada, all items (1986=100) shall be paid quarterly as defined below to each full-time regular and part-time regular employee in accordance with the following:

- (i) For the period extending from August 1, 2002 to January 31, 2003, the quarters referred to above are as follows:

August 1, 2002 to October 31, 2002,

November 1, 2002 to January 31, 2003.

- (ii) The allowance will be paid on a basis of one cent (1 ¢) per hour for each full zero point zero eight (0.08) of a point increase in the C.P.I. above the adjusted index which is two percent

(2%) greater than the C.P.I. index published for July 2002.

- (iii)** For the period extending from August 1, 2002 to January 31, 2003, the first payment shall become effective when the C.P.I. reaches the adjusted Index as defined in sub-paragraph 35.10(b)(ii). For the first payment, the Index published at the end of a quarter 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 sub-paragraph 35.10(b)(ii) on hours paid between the first of the month for which the published index exceeds the adjusted index and the end of the quarter.
- (iv)** In the last quarter, the amount of the allowance, if any, is to be determined by comparing the published C.P.I. for the last month of the quarter to the adjusted index as defined in sub-paragraph 35.10(b)(ii). If the C.P.I. still exceeds the adjusted index, the allowance is paid in accordance with sub-paragraph 35.10(b)(ii) on hours paid during the appropriate quarter.

- (c) Any allowance paid under paragraph 35.1 O(a) or 35.1 O(b) shall not be incorporated into the basic wage rates.
- (d) All payments shall be made as a lump sum and paid in arrears as set out in paragraph 35.1 O(a) or 35.1 O(b). Any allowance paid shall not affect any premium rates or superannuation, but shall be included in computing pay for statutory holidays and paid leave.
- (e) 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.
- (f) 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.

**35.11 Red Circling for Group 3 and Group 5**

- (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 sub-paragraph 35.11 (a)(iv) 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 or her former position.
- (iv) In the event that an incumbent declines an offer of transfer to a position as in sub-paragraph 35.11 (a)(iii) 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 sub-paragraph 35.11 (a)(iii) will be paid in the scale of rates of the new position at the rate nearest to but not less than his or her former rate and shall retain his or 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 one hundred percent (100%) of the pay increase for the employee's former group and level calculated on his or 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 or she would have received by the application of sub-paragraph 35.11 (b)(i) shall receive a lump sum

payment equal to the difference between the amount calculated by the application of sub-paragraph 35.11 (b)(i) and any increase in pay resulting from his or her removal from the holding rate.

## **ARTICLE 36**

### **GENERAL**

#### **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**

- (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 libellous or defamatory.

**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**

- (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.
- (e) The Corporation shall pay the Union up to a maximum of sixty thousand dollars (\$60,000) to produce a video version of the collective agreement in American sign language and "langage des signes québécois" for hearing-impaired employees and to provide hearing impaired employees with a copy of the video.

The Union will provide the Corporation with a copy of the video, the text used to make the video and an itemized statement of all expenditures incurred in relation to the production of the video.

The video is for information and educational purposes only. The video is not to be considered an official version of the collective agreement and cannot be used in front of any third party or court.

#### **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 endeavour to improve transportation facilities for its employees.

#### **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**

Except where otherwise provided, this collective agreement applies as a whole to all full-time and part-time employees.

36.06 **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**

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**

"Component" means the geographical area currently used locally for the filling of vacant positions in Group 2, 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**

"Working day": in this collective agreement means calendar days excluding Saturdays, Sundays and holidays.

**36.12 Route information**

Upon implementation of a restructure of a letter carrier route(s), the Corporation shall provide information on the mode of transportation, relay stops, delivery sequences, householder count per tie out number, householder breakdown by point of call type and delivery days, and a listing of the overtime splits in two (2) three (3) and four (4) segments for each letter carrier route.

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 or her responsibilities.

**ARTICLE 37**

**CONDITIONS NOT COVERED IN  
COLLECTIVE AGREEMENT**

**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**

### **CLASSIFICATIONS**

#### **38.01      Classifications**

- (a) The classifications recognized for the purpose of this collective agreement are those mentioned in Appendix 'A' and any other classifications created in accordance with this article.
- (b) The "*functions*" are the different jobs existing within a classification.

#### **38.02      Modification of an Existing Function**

Where the Corporation intends to modify the tasks of one or several functions, it shall notify the Union in writing and the parties shall consult in an effort to reach agreement.

The Corporation may implement the modified tasks of the functions as long as the modification involves functions within the same classification.



**38.03**      **Creation of a New Function or of a New Classification**

Where the Corporation intends to

- (a)      create a new function, that is, a function the object of which is substantially different from the object of existing functions;

and/or

- (b)      create a new classification

it shall notify the Union in writing.

In the event a new function is being proposed, the notice shall specify if the Corporation is proposing to include this new function in an existing classification or to create a new classification.

**38.04**      **Negotiation, Arbitration and implementation**

- (a)      Upon receipt of the notice referred to in clause 38.03, the parties shall enter into negotiations in an effort to reach agreement within a period of thirty (30) calendar days from the date of the said notice.

- (b)      If no agreement is reached within the thirty (30) calendar day period, the Union may, within seven (7) calendar days following the thirty (30) calendar day period, refer the dispute to arbitration.

- (c)      If the Union does not refer the dispute within the seven (7) calendar day period, the Corporation may implement the proposed change immediately.

- (d) The dispute will be heard by an arbitrator chosen by the parties or by the Minister of Labour, if the parties cannot agree.
- (e) The arbitrator shall hear the parties, and shall render his or her decision within ninety (90) calendar days of the date of the referral of the dispute.
- (f) At the expiry of the said ninety (90) calendar day period, the Corporation may implement its proposed changes, if the decision has not been rendered.
- (g) Where the Corporation implemented the proposed changes, the decision of the arbitrator shall apply retroactively to the date of such implementation.

**38.05 Mandate of the Arbitrator**

The arbitrator seized of the dispute will decide if it is a new function and, if applicable, of the proper classification for the new function, the proper job description of the new function, and, as the case may be, of the working conditions and rates of pay he or she considers appropriate.

The decision of the arbitrator shall be consistent with the provisions of this agreement.

Clause 9.104 shall apply mutatis mutandis for the payment of expenses and fees of the arbitrator.

**38.06 Effect of Agreement or Decision**

Any agreement entered into by the parties and any decision rendered by the arbitrator pursuant to this article shall form an integral part of this agreement.

**38.07      Amalgamation of Classifications**

At any time the parties may agree to amalgamate classifications or functions from different classifications.

**38.08      Job Descriptions**

Job descriptions are the descriptions of the duties of a function. Job descriptions transmitted to the Union shall continue to be the official job descriptions of the employees of the bargaining unit.

**ARTICLE 39**

**WORK IN THE BARGAINING UNIT**

**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 Staffing in Group 1**

- (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 temporary employees, 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 temporary employees.
- (c) The Corporation at each post office shall provide to the Union a monthly report of the number of temporary employees and the number of hours worked by temporary employees for each section of each post office.

**39.03 Work Force in Group 1**

- (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.

**39.04 Extra Hours when Temporary Employees are not required in Group 1**

- (a) For the purpose of this clause,
  - (i) "extra hours" means additional hours of part-time employees in excess of their scheduled hours up to a maximum of eight (8) hours per day, forty (40) hours per week; and overtime hours of full-time employees;
  - (ii) A temporary employee who holds an assignment under paragraph 39.07(c) is deemed to be a regular employee.

This clause applies when extra hours, as defined above, are required, and where the Corporation elects not to have recourse to temporary employees, in which case the extra hours are offered among regular employees.

In such a case, the following will apply:

- (b) (i) The Corporation may offer extra hours as additional hours to regular part-time employees that are present at work; that are scheduled to come in to work; that are on unscheduled days; or, that are on days of rest. Each option is at the Corporation's discretion but once determined the offer shall be made by seniority among employees within the

section, or the postal installation if there is no section, and on the shift where it decides to offer additional hours. Employees will be free to accept or reject the offer; or,

- (ii) The Corporation may offer extra hours as overtime to regular full-time employees. In such a case, the Corporation shall do so in accordance with the rules set out in Article 15; or,
- (iii) any combination of the above-noted options.

(c) It is understood that the Corporation may, at any time, apply clause 39.05.

39.05 **Extra Hours when Temporary Employees are Required in Group 1**

(a) For the purpose of this clause,

- (i) “*extra hours*” means additional hours of part-time employees beyond their scheduled hours up to a maximum of eight (8) hours per day, forty (40) hours per week; overtime hours of full-time employees; and hours of temporary employees.
- (ii) A temporary employee who holds an assignment under paragraph 39.07(c) is deemed to be a regular employee.

This clause applies in the event that extra hours, as defined above, are required, and where the Corporation elects to have recourse to temporary employees.

In such a case, the extra hours will be offered in the following manner:

- (b) To regular part-time employees in the required classification and who are present at work in the installation when the extra hours are required to be worked, provided the need for extra hours continues beyond the end of their scheduled shift. The foregoing is subject to an employee's willingness to accept additional hours of work.
- (c) In instances where the action mentioned above is not sufficient to meet service requirements, overtime will be offered to regular full-time employees in the required classification and who are present at work in the section where and when the extra hours are required to be worked, provided the need for extra hours continues beyond the end of their scheduled shift.  
  
Employees will be offered four (4) hours of overtime in blocks of two (2) hours. It is understood that employees may refuse to work overtime; accept to work a two (2) hour block; or, accept to work the four (4) hours of overtime.
- (d) In instances where the maximum overtime hours have been offered in accordance with paragraph 39.05(c) and the actions mentioned above are not sufficient to meet service requirements, the Corporation in its discretion may:
  - (i) offer overtime to regular full-time employees in the required

classification and who are present at work in the installation; or,

(ii) use temporary employees; or,

(iii) any combination of the above-noted options.

(e) Notwithstanding paragraph 39.05(b), regular part-time employees in the required classification and who are present at work in the installation will be offered additional hours if temporary employees are at work in the two (2) hour period that immediately follows the end of their shift. The foregoing is subject to an employee's willingness to accept additional hours of work.

6 Notwithstanding paragraph 39.05(c), regular full-time employees in the required classification and who are present at work will be offered overtime hours if temporary employees are at work in the full-time employees section in the two (2) hour period that immediately follows the end of their shift.

Employees will be offered four (4) hours of overtime in blocks of two (2) hours. It is understood that employees may refuse to work overtime; accept to work a two (2) hour block; or, accept to work the four (4) hours of overtime.

(g) Article 15 will apply to overtime offered or worked pursuant to this clause save and except for paragraph 15.07(b).

It is understood that the Corporation will offer extra hours to available temporary



employees under paragraph 39.05(d) prior to an application of clause 15.14 under this clause.

- (h) It is understood that the Corporation may, once its obligations under this clause have been complied with, at its discretion, offer extra hours to regular employees, before their shift; on their unscheduled days; or, on their days of rest.

39.06 **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.

39.07 **Long Term Absences in Group 1**

- (a) Where a regular employee is absent from work for a period of more than ten (10) working days, except on annual leave, and the Corporation decides to temporarily fill the position, it will be offered to other regular employees. The offer is made on the basis of seniority and in the following order of preference:

- (i) to employees within the same classification in the same section, or in the installation if there are no sections;
  - (ii)** if no employee accepts, to employees within the group with the same status in the installation: the employee who wishes to fill the vacancy shall have the required knowledge except when it is known that the absence will last more than six (6) months;
- (b) The full-time temporary vacancy resulting from the original absence which is not filled following the application of paragraph 39.07(a) or the full-time temporary vacancy resulting from the application of subparagraph 39.07(a)(i) or (a)(ii), shall be offered on the basis of seniority to other regular employees in the following order of preference:
  - (i) to the part-time employees within the category and in the section;
  - (ii)** if no employee accepts, to the other part-time employees within the group in the installation; in this last case employees shall have the required knowledge.
- (c) After having applied the procedure outlined in paragraph 39.07(a) and, when applicable paragraph 39.07(b), a work assignment may be offered to temporary employees in accordance with Article 44.

- (d) In the case of an absence of more than ten (10) working days in a preferred assignment, clause 13.20 will apply.
- (e) When part-time employees are promoted temporarily under this clause, it is understood that clause 14.02 does not apply for the period during which the part-time employee performs full-time duties.
- (f) When an employee receives training to temporarily fill a position in accordance with this clause, paragraph 13.07(f) applies, adapted as may be necessary, for the duration of the absence unless this employee exercises his or her seniority to obtain a regular position under Article 13.

## **ARTICLE 40**

### **HUMAN RESOURCES DEVELOPMENT**

#### **(A) GENERAL PROVISIONS**

##### **40.01 Policy and Objectives**

The parties recognize the need to work on the development of human resources so that employees may acquire the knowledge that may be required in the performance of their duties and to allow those who so wish to have access to the different positions in the bargaining unit and in particular to positions in Groups 3 and 4.

**40.02      Committee**

The Committee responsible for the execution of the mandate specified under clause 40.03 is the Committee established under Appendix "T".

**40.03      Mandate of the Committee**

**(a)      Training Programs to Fill Positions**

The Committee shall assist the Corporation in the development of theoretical and practical training programs designed to meet the workforce needs of the Corporation.

**(b)      Apprenticeship Programs**

The Committee shall ensure that the apprenticeship programs being developed as of the signing of the collective agreement, for VHE-9 and MAM-11 classifications (including the upgrade training portion of the apprenticeship program), shall continue until they are completed. Employees who are currently incumbents of an apprenticeship position, will be given an opportunity to complete the apprenticeship program in accordance with this article.

(c) As of the signing of this collective agreement, the Committee shall explore how apprenticeship programs can be established for the MAM-8, MAM-10 and EL-5 classifications and may develop and implement those programs or any other apprenticeship program necessary to meet the workforce needs of the Corporation.

**(B) TRAINING**

**40.04 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.

**40.05 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 classification to another.

**40.06 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 or her case. This information includes the term, the stages and the methods of evaluating his or her training.
- (c) In cases where an examination is required in Group 1, 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.

**40.07**      **Guarantee**

The employee who has completed his or her period of probation and who is trained in a new classification shall keep that classification or the equivalent thereof in the bargaining unit when the unfavourable evaluation of his or her apprenticeship is to be ascribed to insufficient or inadequate training.

Any employee who has completed his or her period of probation and who cannot fully obtain the necessary training by reason of a transfer, a reassignment or a change in classification shall keep his or her former classification or the equivalent thereof in the bargaining unit.

**40.06**      **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.

**40.09**      **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 or her home during such training.

**40.10            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.

**40.11            Technical Training for Groups 3 and 4**

- (a)            At least sixty (60) days before the end of any fiscal year, the Corporation shall post in each postal facility a notice describing the technical training courses to be offered on national equipment during the fiscal year to come and indicating the duration of those courses, when they will be held and the procedures to follow to apply for the courses.
  
- (b)            When a sufficient number of employees in Group 3 are trained, to ensure the required service to maintain efficient operations, the Corporation will offer subsequent training by seniority to employees within the classification, section and shift.
  
- (c)            Employees attending training courses 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 shall be reimbursed in accordance with the provisions of clause 40.09.

Such election must be made prior to the commencement of the course within a time frame specified by the Corporation.

(C) **APPRENTICESHIP PROGRAMS FOR  
GROUPS 3 AND 4 CLASSIFICATIONS**

**40.12 Determination of Qualifications**

Within sixty (60) days of the signing of the collective agreement, the Committee shall obtain from the Corporation the statement of qualifications that are required for each classification in Groups 3 and 4 except those listed in clause 13.13 (hereinafter Groups 3 and 4 classifications).

The qualifications shall be reasonable and relevant to the classification concerned. They shall be the same for all postal installations, subject only to applicable provincial legislation.

**40.13 Determination of Needs**

Within sixty (60) days of the signing of the collective agreement, the Corporation shall determine its workforce needs in Group 3 and 4 classifications by evaluating the short, medium and long term needs of each postal installation across the country. Subsequently, the Corporation shall update this evaluation during the first sixty (60) days of each fiscal year.

The Corporation shall provide the Committee with the results of the annual evaluations and provide all information used to conduct these evaluations.

**40.14 Admission to Apprenticeship Programs**

(a) Where an apprenticeship program is to be carried out, notice of the program shall be posted in each postal installation for a period of at least three (3) weeks and any interested employee may apply.



- (b) The admission to the apprenticeship program shall be determined on the basis of seniority, first among the applicants from the group concerned and then among the applicants from the other groups. Notwithstanding the above, all applicants must be members of the bargaining unit for at least one (1) year before the beginning of the apprenticeship program.

Among applicants from the group concerned, the following order of preference applies:

applicants within the post office:

applicants within the MAPP;

other applicants.

- (c) In recognition of the Committee's undertaking in clause 40.21, when admission to the apprenticeship program is offered to employees in other groups, half of the positions shall be offered to the female employees who have applied. Should the number of female candidates be insufficient to fill all positions reserved for them, the positions that remain available shall be offered to male employees. The Committee shall establish the procedure to be followed to ensure the proper application of this paragraph.

**40.15      Prerequisite**

The requirements for admission to an apprenticeship program shall correspond to the minimum requirements identified by the Committee and under the applicable provincial regulations.

The most senior applicants who meet the requirements must pass an aptitude test administered by a school or college chosen by the Committee and recognized for technical training programs.

An employee who has previously passed an aptitude test for an apprenticeship position shall only be required to write another aptitude test when either the content or the pass threshold of the previous test has changed.

**40.16      Apprentice Position**

Notwithstanding Article 13, an apprentice position shall be filled in accordance with this article.

For the purpose of the other provisions of this collective agreement, a position of apprentice constitutes a position within the corresponding classification.

**40.17      Breaking of Apprenticeship**

Where an employee is unable to conclude his or her apprenticeship, he or she returns to his or her former classification but remains in the postal installation where he or she was participating in the apprenticeship program or in the closest post office.

In the case of an employee returning to a classification in Groups 1 and 2, he or she will remain in the postal installation where he or she was participating in

the apprenticeship program or in the closest post office within forty (40) kilometres.

**40.16 End of Apprenticeship**

When the employee has successfully completed the apprenticeship program, he or she shall be considered qualified to occupy any position in the corresponding classification.

**40.19 Apprenticeship Costs**

- (a) The Corporation shall pay the full cost of any formal apprenticeship program required by the Corporation and any actual and reasonable living out expenses for an employee who is required to live away from his or her home during such program.
- (b) The Committee shall pay the full cost of any apprenticeship or training program(s) developed or implemented by the Committee. Full costs include:
  - (i) the development costs;
  - (ii) wages of the apprentice when the position vacated by the apprentice is backfilled;
  - (iii) wages of the apprentice for the period spent off the work floor when the position vacated by the apprentice is not backfilled;
  - (iv) other apprenticeship costs for both the in-school and on the workforce periods;

- (V) the additional wages associated with having other employees perform the work which would have been performed during regular working hours by an employee enrolled in the upgrade training portion of the apprenticeship program during the in-school period. This amount of wages is not to exceed the amount which the employee would have earned during the in-school period.

**40.20 Apprentice Wage**

- (a) An employee in an apprenticeship position in the VHE 9, EIM 10 or MAM 11 classifications shall receive the rate of pay set out for apprenticeships in those classifications in Appendix "A".
- (b) In the event that apprenticeship positions are established in any other classifications, the rates of pay will be established by the Committee established under Appendix "T" using the same principles used to establish the apprenticeship rates of pay set out in Appendix "A".
- (c) However, if the wage rate of the employee is higher than the minimum wage rate and lower than the maximum wage rate of the classification in which an employee holds an apprentice position, the employee shall retain his or her wage rate until such time as the applicable increment level of the classification in which the employee holds the apprentice position is equal to or greater than the employee's wage rate.

- (d) If the wage rate of the employee is higher than the maximum wage rate of the classification in which the employee holds an apprentice position, the employee shall be paid at the maximum wage rate for the classification in which the employee holds an apprentice position.
- (e) Once an apprentice completes her or his training, she or he shall be paid at the maximum hourly rate of an apprentice position, regardless of the employee's wage increment level.

**40.21 Encouraging Women to Apply**

Both parties recognize that obligations are prescribed by the *Employment Equity Act* and in accordance therewith undertake to eliminate employment barriers in the workplace.

The Committee shall make a particular effort to encourage women to apply for admission to apprenticeship programs and training programs.

More particularly, the Committee shall propose precise measures concerning the availability of appropriate facilities for women.

The Committee shall also examine and make recommendations on any question regarding the under-representation of women that may be incorporated into the Corporation's Employment Equity Plan, to support the participation of women in an apprenticeship environment.

(D) **TRAINING FOR MAIL SERVICE COURIER  
(HEAVY VEHICLE) - PO MSC(HV)-3  
CLASSIFICATION**

40.22 **Training for Mail Service Courier (Heavy  
Vehicle) Classification**

The Corporation provides the required training to perform the duties of mail service courier (heavy vehicle).

The number of employees to whom this training is offered shall be determined in accordance with service requirements.

The training is offered on the basis of seniority first to employees in the mail service couriers category and then to the other employees within the group.

The employee obtaining a mail service courier (heavy vehicle) position shall retroactively be paid at this level for the period during which he or she was in training.

**ARTICLE 41**

**MEASUREMENT AND SURVEILLANCE**

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 an office and there shall be no individual work measurement.

- (b) The limitation contained in paragraph 41 .01 (a) applies only to employees in Group 1.

**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**

**SUPERANNUATION**

**42.01 Information on Superannuation**

To the employee who enters upon his or 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, 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 five (5) 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**

#### **DURATION OF COLLECTIVE AGREEMENT**

##### **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 1st day of August 2000 until January 31, 2003.

##### **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**

All the appendices are integral parts of this collective agreement.

##### **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 throughout this agreement, include



the period of time during which this agreement remains in full force and effect after its expiry date.

**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**

**ENTITLEMENTS AND WORKING CONDITIONS  
OF TEMPORARY EMPLOYEES**

**PART I        TEMPORARY EMPLOYEES IN GROUPS 1  
AND**

**44.01        Seniority**

The seniority of a temporary employee shall be determined by the length of employment since the first date of hire in the bargaining unit provided there has been no final termination of employment.

**44.02        Accumulation of Seniority**

The seniority of a temporary employee accumulates without interruption until such time as it is lost in accordance with the provisions of this article.

**44.03      Different System**

The seniority system for temporary employees shall be separate from the system for regular employees and such seniority can only be used for the purposes of this article.

**44.04      Call-in Lists**

The number of call-in lists that govern the allocation of work assignments among temporary employees shall not be changed without prior consultation with the local Union.

The provisions of this clause shall not apply to changes contemplated under clause 44.08.

**44.05      Number of Call-In Lists**

The number of call-in lists within each post office shall be sufficiently limited to promote as much **as** possible the creation of full-time regular employment while taking into account operational and administrative requirements.

**44.06      Probation Period**

- (a) There shall be a probationary period for all temporary employees hired after the date of the signing of the collective agreement, starting on the first day of work and ending once they have worked four hundred and eighty (480) hours.
- (b) During the probationary period, the employer may end a temporary employee's employment if it deems that the employee does not meet the requirements of the job. The decision of the Corporation shall be final

unless it is grieved that it was made without just cause. In any arbitration relating to such a grievance, the burden of proof shall rest with the employee.

- (c) Temporary employees who are employed in the bargaining unit as of the signing of this collective agreement and who as of that date did not obtain a seniority date in accordance with clause 44.01 or 44.38 of the collective agreement which expired on July 31, 1997, shall be subject to the provisions of this clause.

However, and notwithstanding paragraph (a) above, the probationary period of these employees shall begin on the date of the signing of this collective agreement and end once they have worked two hundred and forty (240) hours.

- (d) Upon completion of the probationary period, the seniority date of the temporary employee, as defined in clause 44.01, shall be confirmed.

**44.07 Placement on the Call-In Lists**

Each temporary employee shall have his or her name placed on a call-in list in order of seniority.

**44.06 Posting of Lists**

A copy of the call-in lists shall be posted in the postal installations concerned and a copy shall be provided to the Union local every six (6) months. If, within the six (6) month period, names of temporary employees are added to or removed from the lists, a copy of those pages containing these changes shall be sent to the Union local.

44.09 **New List**

Should a new list be established, existing temporary employees within the post office who have expressed an interest in writing shall be placed on that list in order of seniority, subject to operational requirements.

44.10 **Movement from One List to Another**

Where more than one list has been established for a post office and additional employees are required on one of these lists, the preference shall be given by seniority to a temporary employee of another list within the same post office who has expressed an interest in writing in having his or her name placed on another list. The temporary employee shall keep the seniority already accumulated. Such employees are required to remain on the new list for a period of twelve (12) months prior to being allowed to move to another list.

44.11 **Availability**

When temporary employees know they will not be available for work for a period of time, they shall advise their supervisor in writing and provide a date as to when they will be available. During this period, the temporary employee will not be offered work assignments.

44.12 **Allocation of Work Assignments of Less than Twenty (20) Days**

The Corporation shall offer work assignments of less than twenty (20) days in order of seniority to those unassigned temporary employees whose names appear on the appropriate call-in list. The temporary employees must have the required qualifications, where applicable. Should the employee not have the required qualifications, the Corporation shall

offer the work to the next unassigned qualified employee on the list.

**44.13**      **Allocation of Work Assignments of  
Twenty (20) Days or More**

Provided he or she is fully qualified and trained to perform all relevant duties, a temporary employee may exercise his or her seniority to obtain an assignment or to transfer to another assignment within the appropriate call-in list, where the assignment is for a known period of twenty (20) days or more, and where the Corporation would have called in another temporary employee to cover such an assignment.

In the latter case, the remainder of the assignment from which he or she has transferred may be performed by the most senior unassigned temporary employee on the appropriate call-in list.

**44.14**      **Five (5) Day Work Week**

- (a)      A temporary employee shall not work more than five (5) days in a week (Sunday to Saturday), barring exceptional circumstances.
  
- (b)      The Corporation shall comply with this clause in the allocation of work assignments to temporary employees.

However, a temporary employee may still exercise his or her seniority to obtain an assignment or to transfer to another assignment in accordance with clause 44.13, but such assignment will only commence for this employee at the beginning of the following week.

- (c) When a temporary employee works more than five (5) days in the same week, he or she shall be paid at the rate of double (2) time for all hours worked on the sixth (6th) and seventh (7th) days of that week.

**44.15 Bumping Rights**

A temporary employee who has been assigned to cover a regular position shall be permitted, subject to qualifications and upon completion of such assignment, to bump the most junior assigned employee within the appropriate call-in list.

**44.16 National Agreement**

The parties at the national level may agree to adopt call-in and bumping procedures to complement those provided for in this article.

**44.17 Provisions of the Collective Agreement Applicable to Temporary Employees**

The following provisions of the collective agreement apply to all temporary employees as applicable to the work being performed:

Articles 1, 2, 3, 4 (excluding clause 4.07), 5, 6 (excluding paragraph 6.03(d)), 7, 8, 9, clauses 11.01, 14.05, 14.06, 14.19, 14.28, 15.01, 15.02, Article 16, clauses 17.04, 17.05, 17.06, 17.07, 17.08, 17.09, 17.10, 25.03, Articles 26 (excluding clause 26.06) 32 (excluding clause 32.06), 33 (excluding clause 33.18), 35 (excluding clause 35.10), 36, 37, 38,39,41,43,44, 48,49, 50, 51, 52, clause 55.01, Article 56, Note 5 of Appendix "A" and Appendix "D".

Article 10 (excluding clause 10.10) shall apply to temporary employees who have completed the probationary period set out in clause 44.06.

**44.16 Rate of Pay**

The rate of pay for all temporary employees shall be the "minimum" hourly wage rate set out in Appendix "A" for the work being performed.

**44.19 Paid Holidays**

- (a) All temporary employees will be entitled to receive payment for a holiday specified in clause 18.01 on which they do not work. Such payment will be calculated on the basis of 1/20th of the regular wages earned during the two (2) complete pay periods immediately preceding the holiday.
- (b) When a temporary employee works on a holiday specified in clause 18.01, he or she will be paid for all hours worked at two (2) times his or her regular straight time rate in addition to the pay specified in paragraph 44.19(a).
- (c) When a temporary employee works on a holiday specified in clause 18.01, he or she will be entitled to paid meal and rest periods in accordance with clause 18.09.

**44.20 Maternity, Parental and Adoption Leave Without Pay**

Temporary employees with six (6) months of continuous service will be entitled to take maternity, parental and adoption leave without pay for the period specified in clauses 23.01, 23.05 and 23.06 respectively.

**44.21 Leave with Pay for Arbitration**

The Corporation shall grant leave with pay to a temporary employee for the period of time he or she attends an arbitration hearing of his or her grievance, provided such employee would have been required to work during the period of time that the arbitration hearing occurred.

**44.22 Bereavement Leave**

Temporary employees are entitled to bereavement leave in accordance with clause 21.02. The payment for each eligible day of the leave will be calculated on the basis of one twentieth (1/20<sup>th</sup>) of the regular wages earned during the two (2) complete pay periods immediately preceding the leave.

**44.23 Vacation Pay**

The temporary employee shall receive vacation leave pay equal to six percent (6%) of the total of his or her previous calendar year's earnings. Such an employee shall receive his or her vacation pay prior to the last Friday of March of each year.

**44.24 Supplement**

Temporary employees will receive a supplement of four percent (4%) of their basic hourly rate of pay in lieu of insurance plans and paid leaves to which they are not entitled by virtue of the present article. This supplement will be added to the regular pay cheque of a temporary employee.

**44.25 Termination of Employment**

The employment of a temporary employee shall be terminated and the employee shall lose his or her



seniority if he or she has not been called during a period of twelve (12) consecutive months.

The above does not apply with respect to any period during which an employee is disabled, on maternity, parental, adoption or union leave, without pay, provided however that prior written notice has been given to the Corporation.

**44.26      Training**

- (a)      The Corporation will determine the training requirements and will arrange sufficient and adequate training, where required, for any newly hired temporary employee or any temporary employee who is assigned to duties requiring new knowledge.
  
- (b)      Where the Corporation determines that there exists a shortage of trained temporary employees for a certain type of work, and where such shortage results in a decision to offer training, such training shall be offered by seniority to temporary employees whose names appear on the call-in list governing the allocation of that type of work.

**44.27      Offer of Employment for a Vacant Regular Position**

Where the provisions of clause 13.16 or 13.25 have been complied with and a position in group 1 or 2 remains vacant, it shall be offered on the basis of seniority to temporary employees within the post office who possess the basic skills and requirements for work in the group in which the vacancy exists.

Six (6) months following the day that the mediator-arbitrator reports to the Minister, for those

locations, other than the Toronto MAPP and the Montreal MAPP, which currently have separate post offices for Group 1 and 2 employees, the lists in these post offices will be combined for the purpose of filling the vacancy.

In the application of clause 13.13, the employee appointed to the regular position who does not acquire the specific knowledge with respect to this position shall revert to being a temporary employee. The name of such employee shall be placed back on his or her former call-in list with the same seniority he or she possessed prior to his or her appointment.

**44.28 Uniform Entitlement**

A temporary employee who obtained a seniority date on or before the signing of the collective agreement shall be entitled to receive an initial issue of clothing as specified in clause 34.01.

Once a temporary employee who is not entitled to an initial issue of clothing has completed the probationary period set out in clause 44.06, that temporary employee shall thereafter, upon written request by the employee, be entitled to receive an initial issue of clothing as specified in clause 34.01. Such clothing shall be supplied as soon as possible but not later than thirty-five (35) days following the employee's written request.

Clauses 34.09 and 34.10 shall then apply with respect to clothing received by such temporary employees. Replacements will be issued on an exchange basis when the garment becomes unserviceable through normal duty wear.

**44.29 Boot and Glove Allowance**

Temporary employees who are working in the classifications of letter carrier, mail service courier,

mail service courier (heavy vehicles), mail handler and mail despatcher shall receive a thirteen cents (13¢) per hour differential as a boot and glove allowance.

**44.30      Protective Clothing**

Temporary employees who are not entitled to receive an initial issue of uniforms and protective clothing shall have access to aprons, raincoats, rainsuits (yellow), quilted jackets and/or insulated jackets, as applicable to the work being performed, which will be maintained on a pool basis. These articles must be returned by the employee to the pool at the end of his or her shift.

Temporary employees who are required to work in designated protective footwear areas and who are not in receipt of the thirteen cents (13¢) per hour differential as a boot and glove allowance shall receive a twelve cents (12¢) per hour differential as protective footwear.

**44.31      Temporary Employees During the Christmas Period**

Between November 15 and January 15, the Corporation may use temporary employees hired for the sole purpose of fulfilling Christmas period requirements following the application of clauses 39.05, 44.12 and 44.13.

The employees hired for the Christmas period shall only be entitled to the provisions listed in clauses 44.17 and 44.18 excluding all other provisions of Article 44. Furthermore, such employees shall not be entitled to accumulate seniority as set out in clause 44.01, or continuous service as set out in clause 11 .01 .

44.32 **Union Rights**

- (a) A temporary 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 paragraph 44.32(c).
- (b)** The Corporation will not be obliged to terminate any temporary employee whose membership rights have been revoked by the Union.
- (c) During the first week of work of new temporary employees, the steward or his or her alternate shall be allowed, during the hours of work, a period of fifteen (15) minutes to confer with them.

**PART II TEMPORARY EMPLOYEES IN GROUPS 3 AND 5**

44.33 **Use of Temporary Employees in Groups 3 and 5**

- (a) After the application of paragraph 13.05(d), as the case may be, the Corporation may fill a temporary vacancy by a temporary employee hired for a specified period of less than six (6) months duration.
- (b)** If the duration of the temporary vacancy is to exceed twelve (12) months, the Corporation shall consult the Union on the reasons for the extension beyond this period.

**44.34**      **Working Conditions of Temporary Employees in Groups 3 and 5**

Temporary employees will be covered by all provisions of this collective agreement as they apply to Groups 3 and 5 except the following: clause 10.10, Article 13, clause 19.13, Article 25, clauses 27.01 and 27.07, Article 29, clause 33.18, Article 34, clause 35.10, Parts (A), (C) and (D) of Article 40, Articles 53 and 54, and Appendix "H".

**44.35**      **Offer of Employment for a Vacant Regular Position**

- (a)      Where the provisions of clause 13.16 have been complied with and a position in group 3 remains vacant, it shall be offered by seniority to qualified temporary employees of that group within the post office.
- (b)      Where the provisions of clause 13.16 have been complied with and a position in group 5 remains vacant, it shall be offered by seniority to temporary employees of that group within the post office.

**PART III**      **TRANSITIONAL PROVISIONS AND ACQUIRED RIGHTS**

**44.36**      **Establishment of the Seniority Date**

- (a)      The seniority date recognized to a temporary employee pursuant to paragraph 44.38(a) of the collective agreement which expired July 31, 1997, shall remain as is.
- (b)      The seniority date of temporary employees excluding those in (a) above, who were employed in the bargaining unit on or before

the date of the signing of the present collective agreement and who on or before that date obtained a seniority date, shall be revised in accordance with clause 44.01 within one hundred and twenty (120) days following the signing of this collective agreement.

- (c) The seniority date of temporary employees who were employed in the bargaining unit on or before the date of the signing of the present collective agreement and who on or before that date did not obtain a seniority date, shall be revised in accordance with clause 44.01 within one hundred and twenty (120) days following the signing of this collective agreement and will be confirmed upon completion of the probationary period set out in clause 44.06.
- (d) Until such dates are established, temporary employees shall maintain the rank they held on the call-in list in effect immediately prior to the date of the signing of the collective agreement.

**44.37 Acquired Rights Regarding Entitlements**

- (a) Temporary employees presently employed by the Corporation who were governed by clause 44.04 of the collective agreement which expired on January 31, 1995, and who currently receive a rate of pay which is greater than that referred to in clause 44.18 shall continue to receive such rate of pay. They shall also continue to be entitled to pay increments as provided for in Appendix 'A', as the case may be.

- (b) These employees shall also be entitled to the following provisions of the collective agreement: paragraph 19.1 O(b), Articles 20, 21, 22,23,24, 27,28 and clauses 30.02, 30.06, 30.08 and 35.11. However, such employees shall not be entitled to the supplement provided for in clause 44.24.

## **ARTICLE 45**

### **TRANSFER - PROMOTION - DEMOTION - RECLASSIFICATION**

#### **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 classification;
- (b) "promotion" means the transition of an employee from a classification to another classification involving better or equivalent working conditions for the employee;
- (c) "demotion" means the transition of an employee from a classification to another classification involving less favourable working conditions for the employee;
- (d) "*reclassification*" means the transition of a position or a function from a classification to another classification;
- (e) "*group*" means one of the five (5) groups listed in Appendix "A" unless the context

indicates a different meaning;

- (f) "category" is composed of two (2) classifications (part-time and full-time) in which the employees perform identical duties. The categories are mail handler (PO2), postal clerk (PO4), letter carrier (PO LC-1) and mail service courier (PO MSC-1);
- (g) "status" used in relation to a position, a function or a classification refers to the full-time or part-time nature of the position, function or classification.

**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**

The Corporation shall not perform a reclassification without the agreement of the Union.

**45.04 Staffing of a Reclassified Position**

- (a) Where the incumbent of the reclassified position is a member of a complement as defined in clause 13.04 or of a unit as defined in clause 46.02 and paragraph 47.01 (b), the reclassified position is first offered on the basis of seniority to the employees of this complement or unit.



- (b) In the other cases not provided for in paragraph 4504(a), the reclassified position is first offered to its incumbent.
- (c) Where a reclassified position has not been filled pursuant to paragraphs 45.04(a) and (b), it shall become vacant and Article 13 shall apply.

## ARTICLE 46

### RESTRUCTURING OF MAIL SERVICE COURIER AND MAIL SERVICE COURIER {HEAVY VEHICLE} ASSIGNMENTS

#### 46.01 Restructuring

The provisions of Article 47, adapted as may be necessary, shall apply to the restructuring of mail service courier and mail service courier (heavy vehicle) routes.

In this article, assignments shall mean the assignments of mail service couriers to routes or other duties in the mail service courier category. 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.

**46.02**      **Definition of "Unit"**

For the purpose of the restructuring of routes under this article, "*unit*" is defined as a number of employees in the mail service courier category 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 mentioned above in order to meet operational requirements. A unit is established following meaningful consultation between the Corporation and the Union local.

**46.03**      **Forms**

In the restructuring of mail service courier routes, the forms referred to in clause 47.07 shall be the following:

form 101 - MSC Shuttle Route  
Verification - Scheduled Detail of  
Duty

form 102 - MSC Shuttle Route  
Verification - Detail of Actual Time on  
Duty

form 103 - Inventory and Line of  
Route

form 104 - Parcel Route Sampling

form 105 - Parcel Route Sampling

form 106 - Daily Workload

**46.04 Minor Restructuring**

The word "calls" found in clause 47.16 shall, for the mail service courier category, be replaced by the words "duties".

**46.05 Parcel Route Sampling Exercise**

The expression "volume count" found in clause 47.03 and 47.05 shall, for the mail service courier category, be replaced by the words "parcel route sampling exercise".

**46.06 Workload Assessment Exercise**

The expression "volume count" found in clause 47.12 shall, for the mail service courier category, be replaced by the words "workload assessment exercise".

**46.07 Inapplicable Clauses**

Clauses 47.06, 47.23 and 47.24 do not apply to the restructuring of mail service courier routes.

**46.06 Restructuring of Mail Service Courier (Heavy Vehicle)**

This article will apply to the restructuring of mail service courier (heavy vehicle) assignments.

**ARTICLE 47**  
**RESTRUCTURING OF LETTER**  
**CARRIER ROUTES**

**47.01 (a) Definition of “Restructuring Exercise”**

A restructuring exercise is comprised of all or a combination of the following phases:

- (i) Preparation phase;
- (ii) volume count phase;
- (iii) assessment phase;
- (iv) Restructuring phase.

**(b) Definition of “Unit”**

For the purpose of restructuring of routes under this article, “unit” is defined as a number of employees in the letter carrier category 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.

**47.02 Schedule**

The Corporation shall provide the National Director of the Union with a twelve (12) month implementation schedule of the restructuring exercises. The National Director of the Union will be notified of subsequent changes to the schedule, together with the reasons for it, prior to the change being made.

The Corporation shall inform the local Union in writing, at least ten (10) working days prior to the beginning of the restructuring exercise and indicate, if the case arises, whether route restructuring work will be performed at a site other than the postal installation concerned.

**47.03**      **Observers**

- (a)      When the Corporation carries out a major restructuring exercise, the Union may appoint one (1) qualified observer for the volume count phase and the restructuring phase.

This person shall be paid by the Corporation unless he or she is a full-time Union officer.

The Union may appoint an additional observer for the first and last day of the volume count phase, when conducted. This person shall be paid by the Union.

- (b)      When the restructure phase is done at a site other than the postal installation being restructured, and such other site is located beyond forty (40) kilometres, the Union's observer, other than a full-time officer of the Union, will be entitled to appropriate travel expenses as per the corporate travel policy and the collective agreement.

- (c)      Paragraph (b) will apply only if the Union observer is a regular employee of the depot or installation being restructured or a member of the Union local.

Further, if such person exists, the Union agrees to use, ahead of all others, an observer with knowledge of the depot or

installation being restructured, unless such a person is not available.

**47.04      Access to information**

The Union observer may have access to all of the necessary forms used by the route measurement officer during the restructuring exercise in that postal installation.

The forms will be made available for photocopying in the postal installation where the restructuring phase is taking place if that installation has photocopy equipment. The photocopying shall be performed by the Union observer within the time allotted to observe the restructuring exercise.

Upon agreement between the parties, the above-mentioned forms are provided by means of a data storage medium.

**47.05      Irregularities**

The Union observer(s) must immediately inform the Corporation of any irregularities related to the volume count, when conducted, or the restructuring phase and of any other relevant findings.

The Union observer(s) shall not in any way impede the restructuring exercise.

**47.06      Use of Data**

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, provided there is no unforeseen disruption in the implementation schedule, it

will become obsolete and a new volume count will be conducted.

The month of December shall be excluded in the calculation of the six (6) month period referred to above.

**47.07 Conclusion of the Route Restructure Exercise**

Upon completion of a route restructure exercise in a unit, the Corporation shall supply the Union local with a copy of the new proposed routes, the proposed implementation date and copy of the following forms, if used:

form 073 - The City Mail Volume Index;

form 074 - The Summary of Original Individual Route Assessment;

form 075 - The Summary of Adjusted Individual Route Assessment;

form 083 - The Calculation of Coverage of Points Delivery.

Upon agreement between the parties, the above-mentioned forms are provided by means of a data storage medium.

**47.08 Verification and Notification by the Union**

The Union local shall have fifteen (15) working days to verify the above-mentioned information and to notify the Corporation of any perceived irregularities.

47.09 **Consultation**

The Corporation shall consult with the Union local on any concerns raised by the Union. Following this consultation, an implementation date shall be provided to the Union.

The new routes may be implemented on such date.

47.10 **Disagreements**

If there is a disagreement between the parties concerning the physical characteristics of an individual route as described in the assessed value for each segment of the individual route or new volume count data, which has been brought to the attention of the Corporation during the exercise but has not been resolved, a grievance may be presented by the Union.

47.11 **Grievance Procedure**

Except as provided below, the provisions in Article 9 will apply.

- (a) The grievance must be presented at the local level no later than ten (10) working days after the consultation and the Corporation shall reply to the grievance within the following five (5) working days.
- (b) The Union may thereafter refer the grievance to regular 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) days.



- (c) The grievance is heard as a matter of priority.
- (d) During the hearing of the grievance each party shall only call one (1) witness unless otherwise allowed by the arbitrator.
- (e) The arbitrator's decision will be final and delays in implementing changes, if any, will be reduced as much as possible.
- (f) Within thirty (30) working days of the signing of the collective agreement, the parties will designate for each geographical area, two arbitrators whose names appear in clause 9.39 responsible to hear the grievances provided for in this clause.
- (g) If the parties are unable to agree of this appointment, the appointment will be made by the Minister of Labour.

**47.12 Selection of Routes**

After the restructuring of routes, the assignments of employees are made in accordance with the procedure set forth hereinafter. For that purpose, letter carriers who were holding routes in the unit prior to the restructuring are deemed to be those who held routes on the first day of the volume count or, when no volume count is conducted, the first day of the restructuring phase.

**47.13 Types of Restructuring Exercises**

- (a) A restructuring exercise affecting fifty percent (50%) or more of the routes in a unit is considered as a major restructuring exercise and the selection procedure contained in clause 47.14 will apply.

- (b) A restructuring exercise affecting less than fifty percent (50%) of the routes in a unit is considered as a minor restructuring exercise and the selection procedure contained in clauses 47.15 to 47.18 will apply.
- (c) The parties shall meet at the local level to determine whether the restructuring exercise is major or minor.

**47.14 Major Restructuring Exercise**

In the case of a major restructuring exercise, all routes including any additional routes will be opened for bidding by the letter carriers described in clause 47.12.

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.

**47.15 Minor Restructuring Exercise**

In the case of a minor restructuring exercise, the selection of routes may be made under the methods outlined in clause 47.16 or 47.17, as decided by the Union local, whose representatives shall inform the Corporation accordingly.

**47.16 First Method in Case of Minor Restructuring Exercise**

The routes affected are dealt with on an individual basis as follows:

Where fifty percent (50%) or more of the calls are retained on a route, the present holder may retain it.

If he or she does not wish to do so, the route will be opened for bidding by the letter carriers described in clause 47.12.

This bidding procedure shall also apply with respect to each route on which less than fifty percent (50%) of the calls are retained and any additional route created as a result of the restructuring exercise.

**47.17      Second Method in Case of Minor  
Restructuring Exercise**

The letter carriers assigned to routes which were restructured will bid on these routes including any additional routes. Vacant routes, if any, will then be opened for bidding by the letter carriers described in clause 47.12.

**47.18      Remaining Routes**

After the bidding under clauses 47.16 and 47.17 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.

**47.19      Reduction of Assignments**

Where a reorganization of routes in a unit results in a reduction of assignments in a classification, clauses 47.12 to 47.18 as well as paragraphs 51.02(d) and (e) and 52.02(d) and (e) shall not apply and all the assignments in the classification shall be opened for bidding by seniority among all the employees in this classification in the unit.

Following the application of this procedure, clauses 13.28 to 13.31 shall apply for the filling of vacant

assignments.

If, following this bidding, there is no vacancy in the post office in the same classification as the affected employee, the affected employee may displace the most junior employee holding a position in the same classification in the post office.

Any displaced employee shall benefit from the provisions of Article 53.

**47.20      Transferring of Routes From One Unit to Another**

Where routes are transferred from one unit to another the employees in the unit which will lose routes are notified as to which routes are to be moved.

All routes, including those that are to be moved, will then be opened for bidding to employees of the classification concerned in the unit on the basis of seniority prior to any transfer of routes.

**47.21      Increase and Reduction of Routes**

Where a reorganization in a given unit results simultaneously in an increase in the number of full-time routes and a decrease in the number of part-time routes, and a part-time letter carrier remains without assignment after the application of clauses 47.14 to 47.18, the opportunity to become a full-time letter carrier in the assignments remaining vacant after the bidding process of clauses 47.14 to 47.18 shall be offered on the basis of seniority to part-time letter carriers of the post office.

The number of part-time letter carriers who may become full-time letter carriers in this manner shall not exceed the number of part-time routes eliminated as a result of the reorganization.

The remaining vacant positions following the application of this clause shall be filled in accordance with the provisions of clauses 13.24, 13.25 and 44.27 and vacant assignments shall be posted in the usual manner pursuant to clause 13.29.

**47.22      Result of Reorganization of Part-time Routes**

When a major or minor reorganization is occurring in a location, part-time routes are subject to all clauses in Article 47 and shall be treated in the same manner as full-time routes.

**47.23      City Mail Volume Index**

A city mail volume index shall be provided to the Union local upon request, a maximum of once every three (3) months.

Upon agreement between the parties, the above-mentioned forms are provided by means of a data storage medium.

**47.24      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 exercise.

Upon agreement between the parties, the above mentioned forms are provided by means of a data storage medium.

**47.25**      **Geographical Area**

The parties may agree locally to conduct the bidding provided for in clauses 47.14, 47.18 and 47.21 within a smaller geographical area rather than on a post office-wide basis.

**ARTICLE 48**

**WORK PATTERNS - LETTERS CARRIERS**

The parties agree that the following will form work patterns for letter carriers:

**48.01**      **Starting Time**

- (a) Starting times for all full and part-time routes operating from various postal installations may vary, but the starting time must be the same for all 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 or her place of work; and
- (iii) availability of transportation at his or her normal departure time.

(d) The following types of 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/off ice towers

**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 sub-paragraphs 48.02(a)(i) and (ii), 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 Routes**

(a) Letter carrier routes are to be set up with a.m. and p.m. portions using the Letter Carrier Route Measurement assessment information.

(b) Letter carrier 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 (1/2) hour. Therefore, a letter carrier will not be allowed to commence duty on the p.m. portion of his or her shift before thirty (30) minutes after his or her evaluated finishing time on the a.m. portion.

(c) The a.m. portion of a letter carrier 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 or her route within five (5) hours and this is caused by the structuring of the route, the a.m. finishing point on his or her 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 or her a.m. portion before the regular transportation pick-up time, he or she is to stop his or her delivery and proceed to the predetermined pick-up point at the scheduled time. This will enable the letter carrier to have his or 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**

- (a) Letter carriers serving residential routes will normally prepare the mail for delivery for the entire 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 route is to be delivered on that day.

- (c) Householder mailings received by the letter carrier prior to the start of his or her p.m. portion are to be processed at noon.
- (d) Cull mail, extra magazines, forms 298, 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**

- (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**

- (a) "*Abnormal volumes*" are the additional volumes made available for delivery through the processing of backlogged mail by overtime and/or temporary employees.
- (b) When a backlog of mail occurs in mail processing, local management will determine beforehand the need to schedule overtime and/or temporary employees 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 or she has not been called in sufficiently far in advance of his or her normal starting time, he or 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**

- (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**

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**  
**WORK PATTERNS - MAIL SERVICE**  
**COURIERS**

The parties agree that the following will form work patterns for mail service couriers:

**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 or 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) Paragraph 49.02(b) should be kept in mind when establishing starting times.

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 (1/2) 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 1/2) and five (5) hours.
- (c) A mail service courier will not be allowed to commence duty on the second portion of his or her assignment before thirty (30) minutes after his or her normal finishing time of the first portion of his or 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 or she finishes the first portion of his or her assignment or where he or she begins the second portion of his or her assignment. A sufficient number of lockers are to be kept

free at these postal installations for the use of mail service 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 paragraph 49.02(b), the starting time of his or her assignment may have to be altered accordingly.

**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 one third (1/3) the hours of a full-time employee in the bargaining unit. The current practice of having weekend mail service courier duties performed by part-time employees will continue to apply.

**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 or she may be requested by his or her supervisor to sort mail beyond his or 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 or 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**

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**

**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**

- (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 or 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 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 or 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**

**SELECTION OF ASSIGNMENTS BY  
MAIL SERVICE COURIER (RELIEF) AND  
MAIL SERVICE COURIER (HEAVY VEHICLE)**

**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 paragraph 51 .01 (a) and relief for other absence assignments under paragraph 51 .10 (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 paragraphs 51 .01 (b) and (c), and except as provided in paragraph 51 .01 (e), where a mail service courier (relief) has exercised his or her seniority on an assignment, he or 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 or 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. undue delay the collection and delivery of mail. (Undue delay in collection and delivery of mail is defined as one-half (1/2) 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 mail service courier (relief) duties, 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 paragraph 51 .01 (e) a mail service courier (relief) may be moved from the absence assignment he or she had chosen to be placed on a priority assignment.

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**

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 unless the parties agree locally to conduct it within a smaller geographical area, 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 or 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 clause, 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**

- (a) 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 mail service couriers (relief) duties.
- (b) Furthermore, when there is no further requirement for relief in his or her own postal unit, a mail service courier (relief) can be assigned, on a daily basis, outside his or her own postal unit. In the case of Clause 17.04, the Corporation can use this mail service courier (relief) prior to applying subparagraphs 17.04(b) (i) to (iv).
- (c) The postal unit where the mail service courier (relief) is assigned must be located within a thirty (30) kilometre radius of his or her own postal unit unless the parties have agreed or agree otherwise, or unless the mail service

courier (relief) is provided with a corporate vehicle.

- (d) The mail service courier (relief) who is assigned to another postal unit is deemed to be working as of the time he or she arrives at his or her own postal unit at the beginning of his or her shift.
- (e) When a mail service courier (relief) is assigned to another postal installation, and no corporate vehicle is available, the Corporation will provide transportation between the two postal installations both ways unless the mail service courier (relief) refuses return transportation.
- (f) The travelling time between postal units is deemed to be time worked for pay purposes.

**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 paragraphs 51.02(a), (b) and (c).

When employees in the mail service courier (heavy vehicle) classification are not required to perform duties in the classification of mail service courier (heavy vehicle), they will be required as requested to perform any and all other duties required of the mail service courier classification.

The above mentioned employees in the mail service courier (heavy vehicle) classification are not required for shunting duties when for example:

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

The Corporation will provide the Union and the employees in the mail service courier (heavy vehicle) classification with an assigned work schedule as agreed to by the national parties.

**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 percent (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 bid on another position in the mail service courier classification.

The full-time MSC(R) relief complement will be adjusted upwards or downwards as dictated by fluctuations in the Bar Charts based on twelve (12)-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 percent (65%) of the preceding twelve (12) month period, an additional part-time MSC(R) position will be established.

**51.06 Information Provided to the Union**

At the end of every month, if so requested, the Corporation shall provide the Union local with a copy of the Bar Charts. The Corporation shall also provide, upon request, any additional information needed by the Union to verify the proper application of clause 51.05.

**ARTICLE 52**  
**SELECTION OF ASSIGNMENTS BY**  
**RELIEF LETTER CARRIERS**

**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 paragraph 52.01 (a) and relief for other absences assignments under paragraph 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 paragraphs 52.01 (b) and (c), and except as provided in paragraph 52.01 (e), where a relief letter carrier has exercised his or her seniority on an assignment, he or 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 or 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. undue delay delivery of mail. (Undue delay of delivery of mail on residential assignments is defined as one-half (1/2) 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 relief letter carrier duties, 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 paragraph 52.01 (e), a relief letter carrier may be moved from the absence assignment he or she had chosen to be placed on a priority assignment.

For the purpose of this clause, priority assignment is considered as an assignment on:

business walks that have two (2) or three (3) 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**

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 unless the parties agree locally to conduct it within a smaller geographical area, 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 or 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 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 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 clause, 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**

- (a) 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 relief letter carrier duties.
- (b) Furthermore, when there is no further requirement for relief in his or her own postal installation, a relief letter carrier can be assigned, on a daily basis, outside his or her own postal installation. In the case of Clause 17.04, the Corporation can use this relief letter carrier prior to applying sub-paragraphs

17.04(a)(i) to (iv).

- (c) The postal installation where the relief letter carrier is assigned must be located within a thirty (30) kilometre radius of his or her own postal installation unless the parties have agreed or agree otherwise.
- (d) The relief letter carrier who is assigned to another postal installation is deemed to be working as of the time he or she arrives at his or her own postal installation at the beginning of his or her shift.
- (e) When a relief letter carrier is assigned to another postal installation, the Corporation will provide transportation between the two postal installations both ways, unless the relief letter carrier refuses return transportation.
- (f) The travelling time between postal installations is deemed to be time worked for pay purposes.

**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 (12)-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 bid on another position in the letter carrier classification.

The relief letter carrier relief complement will be adjusted upwards or downwards as dictated by fluctuations in the Bar Charts based on twelve (12)-month trends.

**52.05 Information Provided to the Union**

At the end of every month, if so requested, the Corporation shall provide the Union local with a copy of the Bar Charts. The Corporation shall also provide, upon request, any additional information needed by the Union to verify the proper application of clause 52.04.

**52.06 Motorized Mail Courier**

Part-time relief motorized mail courier positions may be established based on relief requirements to provide relief for afternoon and weekend part-time motorized mail couriers. Such positions shall be established in accordance with clause 52.04.

## **ARTICLE 53**

### **EMPLOYMENT SECURITY**

#### **A. EMPLOYMENT SECURITY**

**53.01** There shall be no lay-off of any regular employee who was employed in the bargaining unit as of February 29, 2000 provided the employee agrees to be displaced to another position in accordance with the procedure set forth hereinafter. The same shall apply to any other employee who becomes a regular employee after February 29, 2000, and who has five (5) years or more of continuous employment.

**53.02** A regular employee not covered by clause 53.01 will not be laid off provided the employee agrees to be displaced to another position in accordance with the procedure set forth hereinafter.

#### **B. DEFINITION**

**53.03** In this article, "zone" means the area within a forty (40) kilometre radius of a postal installation or, as the case may be, the territory that constitutes a MAPP area.

#### **C. NOTICE AND INFORMATION**

**53.04** 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 date on which the positions are declared surplus.

When there is more than one position in a classification in a section and on a shift, the Corporation shall declare as surplus the position held by the employee with the least seniority. If there is no section, the

Corporation shall declare as surplus the position held by the employee within the classification and shift who has the least seniority in the postal installation.

When there are surplus positions in Group 2 not as a result of a route restructuring under Article 46 or 47, the Corporation shall declare as surplus the position held by the employee within the classification concerned with the least seniority

- (i) within the postal installation if several units are fully encompassed by this installation;
- (ii) within the unit in other situations.

53.05 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. These employees shall hold a position of the same status as the surplus position. The employees so identified will be deemed surplus and subject to be displaced to a vacant position in accordance with parts D and E of this article.

53.06 The Corporation shall concurrently post a listing of all vacant positions of the same status as the positions held by the surplus employees which the Corporation intends to fill in all installations in the post office in which the surplus is declared and in other installations that are located within the zone where the surplus is declared.

53.07 The positions as defined in clause 53.06 which become vacant following the posting shall also be filled in accordance with parts D, E and F of this article as long as the number of surplus employees in the zone exceeds the number of vacant positions posted in accordance with clause 53.06.

Positions that become vacant after the required number of vacant positions by status has been reached shall be filled in accordance with Article 13.

**53.08** At the same time as the posting of the list of surplus positions under clause 53.04, the Corporation will post, in the post office and in all installations within the zone where the surplus exists, a notice inviting employees working in the group and status of the surplus employees to submit transfer applications to vacant positions in postal installations located beyond the zone.

Such notice is for information purposes only and it is incumbent on employees to submit their transfer applications in writing within ten (10) calendar days of the date the notice is posted. The provisions of paragraphs 13.07(a) to (g) are applicable to transfer applications filed under this clause.

**53.09** The Corporation agrees to provide each local involved and the national level of the Union with a copy of all transfer requests submitted as well as a list containing the following information on all employees requesting transfers pursuant to clause 53.08:

Name of employee  
Human Resource ID number  
Classification  
Section where employee works  
Location(s) to which transfers are filed.

**53.10** Where employees become surplus as a result of a reorganization conducted pursuant to Article 46 or 47 the provisions of clause 53.04 shall not apply and the notices referred to in clauses 53.05, 53.06 and 53.08 will be posted only after the completion of the procedure described in clause 47.19.



The employees to be identified in the notice referred to in clause 53.05 shall be the employees described in clause 47.19.

**53.11** The Corporation shall provide the Union at the national and local levels with copies of all lists posted under this clause.

**D. CREATING AND FILLING VACANCIES  
WHERE SURPLUSES EXIST**

**53.12** Vacant positions listed in the notice given pursuant to clause 53.06 and those referred to in clause 53.07 shall be offered to employees in the order of seniority as per the applicable paragraph(s) below.

**For Groups 1,3,4 and 5:**

- (a) the vacant position will first be offered to employees of the same classification within the same section as the vacancy; employees have five (5) working days following the posting provided for in clause 53.06 or in clause 53.07 to apply for a position;
- (b) the position that remains vacant or becomes vacant is then offered to employees of the same classification within the post office; to this end, it is posted for five (5) working days and employees have five (5) working days, as of the posting, to apply for the position;

It is understood that the qualification requirements for positions in Group 3 and Group 4 shall apply.

**For Group 2**

- (c) to employees of the component crossing over in a position with the same status from the letter carrier category to the mail service courier category or vice versa; employees have five (5) working days following the posting provided for in clause 53.06 or in clause 53.07 to apply for the position.

**53.13** Where there are surplus employees in a post office and a position is vacant within the same group and status in a post office located beyond the zone, this vacant position is offered to the employees working in the post office where there are surplus employees before the start of the application of clause 53.14, provided that:

there are no surplus employees of the same group in the post office where the position is vacant or in the zone where a vacant position exists.

The position is offered by seniority to the employees of the same group and status in accordance with clause 53.08. In such a case, the employee shall be entitled to the allowances provided in clauses 53.21 and 53.22.

**53.14** Vacant positions remaining after or resulting from the application of the preceding clauses shall be offered to employees of the same status in the order of seniority and in the following order of preference:

- (a) to the employees in the same group in the post office where surplus employees exist;
- (b) to the employees in the same group and from the zone where surplus employees exist; however, only employees from a post

office where there are surplus employees may apply for a vacant position in this post office;

- (c) to the employees of the other groups in the post office where surplus employees exist;
- (d) to the employees of the other groups and from the zone where surplus employees exist; however, only employees from a post office where there are surplus employees may apply for a vacant position in this post office.

**53.15** Applications to fill vacancies under clause 53.14 must be received within five (5) working days of posting and employees shall not be required to report to their new position before the fifteenth (15th) working day of the receipt of their appointment notice. In addition, it is understood that the qualification requirements for positions in Group 3 and Group 4 shall apply.

**E. ASSIGNMENTS OF SURPLUS EMPLOYEES**

**53.16** Should a position remain vacant after the application of the preceding clauses, it shall be filled from employees of the same status still identified as surplus working in a postal installation within the zone 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 not be required to report to their new position before the fifteenth (15<sup>th</sup>) working day of the receipt of their appointment notice.

53.17 In the application of clause 53.16, 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 and Group 4 shall apply.

**53.18** If the number of positions by status remaining vacant after the application of part D is not sufficient to allow the displacement of all surplus employees within the zone, the employees covered by clause 53.02, who remain surplus after the application of part D shall accept to be displaced in any vacant position in the bargaining unit. In such a case, the displacement process outlined in clauses 53.16 and 53.17 shall apply.

**F. ASSIGNMENT OF EMPLOYEES WHOSE POSITIONS ARE SURPLUS**

If, during the application of Part D, a position of the same status, same group and within the same installation as the employee whose position was declared surplus is vacated, Part F may be applied immediately to resolve partially or totally the surplus situation.

**53.19** When an employee whose position has been declared surplus has not applied for or obtained another position following application of the above clauses, the employee shall be assigned to a new position in his or her classification or in a classification with the same status in his or her group, in accordance with the procedure outlined in this clause.

When a vacant position exists within the post office in the same classification as the employee concerned, paragraph 53.19(a), (b), (c) or (d) shall apply. When a vacant position exists within the post office that is not in the classification of the employee concerned but in

a classification with the same status in his or her group, paragraphs 53.19(e) and (f) shall apply. In all cases, the procedure shall be applied by seniority.

- (a) If a vacant position exists in the section where the employee whose position was declared surplus, all positions in the section shall be open for bidding among employees in the section.
- (b) If there is no vacant position in the same section, but a vacant position exists in another section of the same postal installation, the employee with the least seniority in the section shall be displaced to the section where the vacancy exists. All positions from each of the two sections shall then be open for bidding among employees in their respective section.
- (c) If there is no vacant position in the postal installation, but a vacant position exists in another postal installation within the same post office,
  - (i) the employee with the least seniority within the postal installation shall be displaced to the other postal installation within the post office where the vacancy exists;
  - (ii) the employee with the least seniority within the section where the surplus position exists shall then be displaced to the section where application of sub-paragraph 53.19(c)(i) resulted in a vacant position;

- (iii) all positions in each of the three sections shall then be open for bidding among employees of their respective section.
- (d) In situations where there are no sections and where the post office only includes one postal installation, paragraph 53.19(a) shall apply with the necessary changes.
- (e) Where the vacant position in the post office is not in the same classification as the employee whose position has been declared surplus, but is of the same status and group:
  - (i) a bidding shall first be conducted within the section and the classification of the employee whose position has been declared surplus.
  - (ii) the employee without a position as a result of this bidding shall be displaced to the vacant position if the vacancy is within the postal installation. All positions within the section where the vacant position existed shall then be opened for bidding among employees in that section.
- (f) If the vacant position is located in another postal installation within the same post office,
  - (i) the employee of the same status with the least seniority within the group and the postal installation shall be displaced to the other postal

installation within the post office where the vacancy exists;

- (ii) the employee without a position as a result of the bidding provided for in sub-paragraph 53.19(e)(i) shall then be displaced to the section where application of sub-paragraph 53.19(f)(i) resulted in a vacant position;
- (iii) all positions in each of the two sections shall then be opened for bidding among employees of their respective section.

- (g) If there are not enough vacant positions within the post office to assign another position to all employees whose position has been declared surplus, the procedure set out above shall apply in the reverse order of seniority among employees whose position has become surplus.

G. **RIGHT TO RETURN TO FORMER LOCATION AND RELOCATION ALLOWANCES**

53.20 An employee who is displaced in another office in accordance with parts D and E is deemed to have remained where he or she formerly worked for the first application of clause 13.14, paragraph 13.24(a), or clauses 13.28 to 13.31, as the case may be, for the first vacant position that takes place following his or her transfer which affords him or her with an opportunity to return to where he or she formerly worked, providing this first application occurs within three (3) years of the displacement.

An employee who is displaced to another classification and section in accordance with Part F of this article, is deemed to have remained in his or her classification and section for the first application of clause 13.14, paragraph 13.24(a), or clauses 13.28 to 13.31, as the case may be, for the first vacant position providing this first application occurs within three (3) years of the displacement.

**53.21** Employees who are displaced under parts E and F of this article 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.

**53.22** An employee who is displaced under parts E and F of this article where the distance involved is in excess of forty (40) kilometres from his or her present work location, who elects not to change the location of his or her residence, shall be entitled to compensation of one hundred and fifty dollars (\$150) per month until the expiry of the first twelve (12) months following such transfer, or until such employee does change the location of his or her residence, in which case he or she shall be entitled to the relocation expenses specified in clause 53.21, whichever shall first occur.

**H. GENERAL PRINCIPLES**

**53.23** No employee described in clause 53.01 shall be required to accept to be displaced to a postal installation beyond the zone of the postal installation where he or she was working.



**53.24** 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.

**53.25** An employee who is declared surplus more than once shall not be required to accept to be displaced beyond the zone of the installation in which he or she was working at the time he or she was first declared surplus.

**53.26** 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.

**53.27** An employee who is required under this article to accept to be displaced or who is temporarily assigned in a job classification having a lower maximum rate of pay shall be deemed to have retained, for all purposes, his or her former rate of pay.

**53.28** 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.

**53.29** A surplus employee required to accept to be displaced or temporarily assigned pursuant to this article shall be provided with the necessary retraining he or she requires during his or her hours of work with full pay from the Corporation and at no additional cost to the employee.

I. **TEMPORARY ASSIGNMENTS**

**53.30** During the bidding process under sections D, E and F of this article, the Corporation may temporarily assign a surplus employee under clause 53.05 or an employee whose position has been declared surplus under clause 53.04.

During his or her assignment, the employee is deemed to have remained in his or her initial position for the application of Articles 13, 19 and 53.

**53.31** The temporary assignment shall be made within the employee's zone and shift and bargaining unit.

An employee may, on a voluntary basis, accept a temporary assignment within another shift than his or her own.

**53.32** The work schedule of a part-time employee temporarily assigned, shall include a number of hours of work per week at least equal to that of his or her former position. Such employee shall not be required to work a greater number of weekly hours than the number provided for in his or her original work schedule.

**53.33** The temporary assignment provided for in this part may occur

- (a) in any vacant position:
- (b) in any position covered by clause 39.07 that remains or becomes vacant following application of sub-paragraph 39.07(a)(i);
- (c) in any position where the incumbent is on annual leave;
- (d) to replace a letter carrier following application of paragraphs 17.06(a) and (b);
- (e) to perform any available work.

The vacant position in which an employee is temporarily assigned shall remain available for the application of parts D, E and F of this article.

**J.            OTHER OPTION**

53.34            An employee required to be displaced pursuant to part E of this article may elect instead to be laid off with Supplementary Unemployment Benefits (SUB) Plan and recall rights.

53.35            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.

**K.            RECALL RIGHTS**

53.36            The surplus employees who are laid off pursuant to the provisions of clause 53.34 shall have their names placed on a recall list and shall have the right to be recalled during a period of:

- (a)            one (1) year after the date of the lay-off for the employee with less than one (1) year of continuous employment;
- (b)            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;
- (c)            four (4) years after the date of lay-off for the employee with five (5) years or more of continuous employment.

53.37            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 clause 13.14 and paragraph 13.24(a).

53.38 Vacant positions are offered on the basis of seniority

- (a) first, to the employees on the recall list who were working in the postal installation where the position is available,
- (b) 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 and Group 4, the employee shall, in addition, meet the qualification requirements.

53.39 The employee shall be notified of the available position by registered mail at his or her last known address. He or she shall indicate within five (5) working days after receiving the recall notice if he or she accepts the position and, if so, he or she shall report to work within fifteen (15) working days. Copy of the recall notice shall be sent to the local of the Union.

**53.40** An employee who refuses an opportunity to return to a position in his or her former postal installation and his or her classification shall have his or her name removed from the recall list and his or her employment will be terminated.

**53.41** 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**

**WORK REINTEGRATION PROGRAM**

- 54.01**        **Work Reintegration for Employees in Group 2**
- (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 or she may, upon written application, be assigned to any vacancy within his or her group.
- (b)            Notwithstanding the application of paragraph 54.01 (a), an employee who is assigned to a position described in paragraph 54.01 (a), 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 paragraph 54.01 (a). 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 (2) 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 or 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 subparagraph 54.01 (d)(ii), will return to

his or 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, 3.4 and 5**

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 or she may be assigned to any appropriate vacancy within their group. Where such vacancy is subject to the application of the provisions of Article 13, the initial assignment will be only for the period necessary to implement the article. However, if the employee accepts appointments in the assigned classification, he or she shall be deemed to belong to the assigned classification 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 or her rights under this clause.
- (d) Moreover, the duties of the position held by the employee or the methods used to fulfil such duties shall be modified if the employee is capable of performing at least part of the regular duties of his or her position.
- (e) The modified duties situation shall end when the employee becomes capable of performing all the duties of his or her position.

**54.03 Work Reintegration in Another Group**

- (a) Where there is no suitable position available for a permanently disabled employee referred to in clause 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 clauses 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 clause 13.14, paragraph 13.24(a) and section D of Article 53 if applicable.
- (c) Paragraph 54.03(b) does not apply in the event a disabled employee requires the vacant position for a temporary period.
- (d) Paragraphs 54.03(a) and (b) do not apply in the case where the disabled employee is

assigned to modified duties outside of his or 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 54.03(a) and (b) 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**

### **STATUS OF EMPLOYEES**

#### **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 two (2) types of employees: regular employees and temporary employees.
- (b) “*regular employee*” means any employee hired for an indeterminate period and on a permanent basis, full-time or part-time.
- (c) “*temporary employee*” means any other employee.

#### **55.02**      **Probation**

There shall be a probationary period of three (3) months starting with the first (1<sup>st</sup>) day of work for any regular employee newly hired by the Corporation.

However, there shall be no probationary period of a temporary employee who is appointed to a regular position if that employee has completed six (6) months of continuous employment as a temporary employee.

**55.03      Application of Collective Agreement  
During Probationary Period**

All provisions of the collective agreement shall apply to regular employees on probation.

**55.04      Probationary Employee**

During his or her probationary period, a regular employee cannot obtain a transfer, a promotion or a demotion under clauses 13.15, 13.16 or 13.24 to 13.36. He or she may, nevertheless, present a request to obtain such a position after he or she has completed his or her probationary period.

**ARTICLE 56**

**PROTECTION AGAINST HARASSMENT  
ON GROUNDS OF RACE, SEX OR  
SEXUAL ORIENTATION**

**56.01      Policy Statement**

The parties recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex and sexual orientation.

They also recognize that this constitutes a common objective and that all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise this right,

56.02 **Obligations**

The Corporation has the primary responsibility for ensuring that a harassment-free environment prevails in the workplace and to take appropriate measures to achieve this result. The Union must equally assume all its responsibilities in achieving this result.

56.03 **Definition of Harassment**

For the purposes of this agreement, "harassment" means any conduct, comment or gesture of racial or sexual nature or connotation which is

- (a) unwanted or may reasonably be considered as unwanted, and
- (b) offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual's employment.

56.04 **The Right to File a Complaint with the Corporation**

An employee who believes that he or she has been subjected to harassment may at any time file a complaint with the representatives of the Corporation specifically appointed to receive such complaints or his or her supervisor. In such cases, the complainant may request to be assisted by a Union representative of his or her choice when filing such complaint.

56.05 **Investigation**

- (a) As soon as the Corporation receives a complaint, it shall ensure that the necessary investigation is conducted without delay.

- (b) Where a complainant has requested to be assisted by a Union representative, the Corporation will advise the Union representative of the progress of the investigation in a timely manner.

**56.06 Confidentiality**

In the course of the investigation, all parties involved shall take all possible measures to preserve confidentiality to the extent it is appropriate under the circumstances.

**56.07 Decision**

After the investigation is completed, the Corporation shall communicate the conclusions reached to the employee and to the Union representative where the employee has so requested. Before a decision is taken as to the proper measures to be adopted in order to remedy the situation, the Corporation will seek input from the Union representative where such measures directly affect employees in the bargaining unit.

Notwithstanding clause 45.02, a transfer may be imposed on an employee as a disciplinary measure for sexual or racial harassment.

**56.08 Compensation**

A complaint filed pursuant to this article shall not be construed as restricting in any way the right of an employee who has been subjected to harassment to claim and obtain compensation at common law or under any applicable legislation.

56.09 **Right to Grieve**

Nothing in the above provision shall be construed as restricting or limiting the right of an employee or the right of the Union to use the grievance and arbitration procedure in cases of harassment.

56.10 **Right to File Complaints with the Canadian Human Rights Commission**

An employee who believes that he or she has been subjected to harassment may at any time file a complaint with the Canadian Human Rights Commission in accordance with the *Canadian Human Rights Act*. However the fact that an employee did not use this course of action shall not in any way be raised against this employee. Similarly, the filing of a complaint with the Commission shall not deprive an employee of any right under the collective agreement.

56.11 **No Reprisal**

No reprisal shall be exercised against an employee because he or she filed a complaint in accordance with the above-mentioned provisions except where a false charge has been made with malicious intent.

APPENDIX "A"  
CLASSIFICATIONS AND WAGES

The hourly wage rates of the employees are as follows:

GROUP 1

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
PO-2 Mail Handler		min	\$17.10	\$17.40	\$17.73	\$17.73	\$18.19	\$18.75
		yr 1	\$17.31	\$17.61	\$17.94	\$17.94	\$18.40	\$18.96
		yr 2	\$17.52	\$17.83	\$18.17	\$18.17	\$18.63	\$19.19
PO-4 Postal Clerk		min	\$17.26	\$17.56	\$17.89	\$17.89	\$18.35	\$18.91
		yr 1	\$17.47	\$17.78	\$18.12	\$18.12	\$18.58	\$19.14
		yr 2	\$17.67	\$17.98	\$18.32	\$18.32	\$18.78	\$19.34
PO-5 Mail Despatcher		min	\$17.69	\$18.00	\$18.34	\$18.34	\$18.80	\$19.36
		yr 1	\$17.81	\$18.12	\$18.46	\$18.46	\$18.92	\$19.48
		yr 2	\$17.81	\$18.12	\$18.46	\$18.46	\$18.92	\$19.48
PO-2 PT Part-time Mail Handler		min	\$17.23	\$17.53	\$17.86	\$17.86	\$18.32	\$18.88
		yr 1	\$17.44	\$17.74	\$18.07	\$18.07	\$18.53	\$19.09
		yr 2	\$17.65	\$17.96	\$18.30	\$18.30	\$18.76	\$19.32
PO-4 PT Part-time Postal Clerk		min	\$17.26	\$17.56	\$17.89	\$17.89	\$18.35	\$18.91
		yr 1	\$17.47	\$17.78	\$18.12	\$18.12	\$18.58	\$19.14
		yr 2	\$17.67	\$17.98	\$18.32	\$18.32	\$18.78	\$19.34

GROUP 2

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
PO LC-1 Letter Carrier	Letter Carrier	min	\$16.67	\$16.96	\$17.28	\$17.28	\$17.74	\$18.30
	Motorized Mail Courier							
	Night Router	yr 1	\$17.11	\$17.41	\$17.74	\$17.74	\$18.20	\$18.76
	Assistant to Letter Carrier	yr 2	\$17.16	\$17.46	\$17.79	\$17.79	\$18.25	\$18.81
	Supervisor	yr 3	\$17.26	\$17.56	\$17.89	\$17.89	\$18.35	\$18.91
	Mail Mobile Letter Carrier	yr 4	\$17.47	\$17.78	\$18.12	\$18.12	\$18.58	\$19.14
		yr 5	\$17.67	\$17.98	\$18.32	\$18.32	\$18.78	\$19.34
	Relief Letter Carrier	min	\$18.06	\$18.38	\$18.73	\$18.73	\$19.19	\$19.75
	Relief Motorized Mail Courier	yr 1	\$18.16	\$18.48	\$18.83	\$18.83	\$19.29	\$19.85
PO MSC-1 Mail Service Courier	Mail Service Courier	min	\$16.67	\$16.96	\$17.28	\$17.28	\$17.74	\$18.30
		yr 1	\$17.11	\$17.41	\$17.74	\$17.74	\$18.20	\$18.76
		yr 2	\$17.16	\$17.46	\$17.79	\$17.79	\$18.25	\$18.81
		yr 3	\$17.26	\$17.56	\$17.89	\$17.89	\$18.35	\$18.91
		yr 4	\$17.47	\$17.78	\$18.12	\$18.12	\$18.58	\$19.14
		yr 5	\$17.67	\$17.98	\$18.32	\$18.32	\$18.78	\$19.34



GROUP 2 (cont'd)

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
	Relief Mail Service Courier	min	\$18.06	\$18.38	\$18.73	\$18.73	\$19.19	\$19.75
		yr 1	\$18.16	\$18.48	\$18.83	\$18.83	\$19.29	\$19.85
PO MSC(HV)-3 Mail Service Courier (Heavy Vehicle)	Mail Service Courier (Heavy Vehicle)	min	\$18.46	\$18.78	\$19.14	\$19.14	\$19.60	\$20.16
		yr 1	\$18.56	\$18.88	\$19.24	\$19.24	\$19.70	\$20.26
PO LC-1 PT Part-time Letter Carrier	Part-time Letter Carrier Part-time Motorized Mail Courier	min	\$16.80	\$17.09	\$17.41	\$17.41	\$17.87	\$18.43
		yr 1	\$17.24	\$17.54	\$17.87	\$17.87	\$18.33	\$18.89
		yr 2	\$17.29	\$17.59	\$17.92	\$17.92	\$18.38	\$18.94
		yr 3	\$17.39	\$17.69	\$18.02	\$18.02	\$18.48	\$19.04
		yr 4	\$17.60	\$17.91	\$18.25	\$18.25	\$18.71	\$19.27
		yr 5	\$17.80	\$18.11	\$18.45	\$18.45	\$18.91	\$19.47
	Part-time Relief Motorized Mail Courier	min	\$18.19	\$18.51	\$18.86	\$18.86	\$19.32	\$19.88
		yr 1	\$18.29	\$18.61	\$18.96	\$18.96	\$19.42	\$19.98

GROUP 2 (cont'd)

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
PO MSC-1 PT	Part-time Mail Service Courier	min	\$16.80	\$17.09	\$17.41	\$17.41	\$17.87	\$18.43
		yr 1	\$17.24	\$17.54	\$17.87	\$17.87	\$18.33	\$18.89
		yr 2	\$17.29	\$17.59	\$17.92	\$17.92	\$18.38	\$18.94
		yr 3	\$17.39	\$17.69	\$18.02	\$18.02	\$18.48	\$19.04
		yr 4	\$17.60	\$17.91	\$18.25	\$18.25	\$18.71	\$19.27
	yr 5	\$17.80	\$18.11	\$18.45	\$18.45	\$18.91	\$19.47	
	Part-time Relief Mail Service Courier	min	\$18.19	\$18.51	\$18.86	\$18.86	\$19.32	\$19.88
		yr 1	\$18.29	\$18.61	\$18.96	\$18.96	\$19.42	\$19.98

**GROUP 3**

CLASSIFICATION		FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-09-01	2001-02-01	2002-02-01
PST 1 PSS 1	ELE-2, MAN-1		min	\$13.99	\$14.23	\$14.50	\$15.00	\$15.46	\$16.02
			yr 1	\$14.21	\$14.46	\$14.73	\$15.23	\$15.69	\$16.25
			yr 2	\$14.41	\$14.66	\$14.94	\$15.44	\$15.90	\$16.46
PST 2 PSS 2	ELE-3, ELE-4, MDO-4		min	\$14.46	\$14.71	\$14.99	\$15.49	\$15.95	\$16.51
			yr 1	\$14.69	\$14.95	\$15.23	\$15.73	\$16.19	\$16.75
			yr 2	\$14.91	\$15.17	\$15.46	\$15.96	\$16.42	\$16.98
PST 3 PSS 3	MAM-4, MAM-5, MAN-3, MAN-4, MDO-5		min	\$15.61	\$15.88	\$16.18	\$16.68	\$17.14	\$17.70
			yr 1	\$15.83	\$16.11	\$16.42	\$16.92	\$17.38	\$17.94
			yr 2	\$16.09	\$16.37	\$16.68	\$17.18	\$17.64	\$18.20
PST 4 PSS 4	MAM-6, MAM-7, MAN-5, MAN-6		min	\$16.46	\$16.75	\$17.07	\$17.57	\$18.03	\$18.59
			yr 1	\$16.71	\$17.00	\$17.32	\$17.82	\$18.28	\$18.84
			yr 2	\$16.94	\$17.24	\$17.57	\$18.07	\$18.53	\$19.09
PST 5 PSS 5	MAN-7, PRW-6		min	\$17.11	\$17.41	\$17.74	\$18.24	\$18.70	\$19.26
			yr 1	\$17.38	\$17.68	\$18.02	\$18.52	\$18.98	\$19.54
			yr 2	\$17.64	\$17.95	\$18.29	\$18.79	\$19.25	\$19.81

GROUP 3 (cont'd)

CLASSIFICATION		FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-03-01	2001-02-01	2002-02-01
PST 6 PSS 6	MAM-8, MAM-9, MST-9, VHE-8		min	\$17.59	\$17.90	\$18.24	\$18.74	\$19.20	\$19.76
			yr 1	\$17.86	\$18.17	\$18.52	\$19.02	\$19.48	\$20.04
			yr 2	\$18.14	\$18.46	\$18.81	\$19.31	\$19.77	\$20.33
PST 7 PSS 7	MAM-10, WOW-9		min	\$18.78	\$19.11	\$19.47	\$19.97	\$20.43	\$20.99
			yr 1	\$19.06	\$19.39	\$19.76	\$20.26	\$20.72	\$21.28
			yr 2	\$19.37	\$19.71	\$20.08	\$20.58	\$21.04	\$21.60
PST 8 PSS 8	MAM-11, MST-10, SMW-6, VHE-9		min	\$19.43	\$19.77	\$20.15	\$20.65	\$21.11	\$21.67
			yr 1	\$19.71	\$20.05	\$20.43	\$20.93	\$21.39	\$21.95
			yr 2	\$20.02	\$20.37	\$20.76	\$21.26	\$21.72	\$22.28
PST 9 PSS 9	EIM-10, MAM-12		min	\$19.97	\$20.32	\$20.71	\$21.21	\$21.67	\$22.23
			yr 1	\$20.29	\$20.65	\$21.04	\$21.54	\$22.00	\$22.56
			yr 2	\$20.60	\$20.96	\$21.36	\$21.86	\$22.32	\$22.88
PTSS 1			min	\$13.76	\$14.00	\$14.27	\$14.77	\$15.23	\$15.79
			yr 1	\$13.99	\$14.23	\$14.50	\$15.00	\$15.46	\$16.02
			yr 2	\$14.21	\$14.46	\$14.73	\$15.23	\$15.69	\$16.25

CLASSIFICATION	FUNCTIONS	98-02-01	99-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
PTSS 2		min	\$15.16	\$15.43	\$15.72	\$16.22	\$16.68
		yr 1	\$15.39	\$15.66	\$15.96	\$16.46	\$17.48
		yr 2	\$15.61	\$15.88	\$16.18	\$16.68	\$17.70
PTSS 3 STS-3		min	\$15.66	\$15.93	\$16.23	\$16.73	\$17.19
		yr 1	\$15.89	\$16.17	\$16.48	\$16.98	\$17.44
		yr 2	\$16.14	\$16.42	\$16.73	\$17.23	\$17.69
PTSS 4 STS-4		min	\$16.19	\$16.47	\$16.78	\$17.28	\$17.74
		yr 1	\$16.44	\$16.73	\$17.05	\$17.55	\$18.01
		yr 2	\$16.69	\$16.98	\$17.30	\$17.80	\$18.26
PTSS 5 PRC-5		min	\$16.94	\$17.24	\$17.57	\$18.07	\$18.53
		yr 1	\$17.21	\$17.51	\$17.84	\$18.34	\$18.80
		yr 2	\$17.49	\$17.80	\$18.14	\$18.64	\$19.10
PTSS 6 PRC-6 STS-5		min	\$17.49	\$17.80	\$18.14	\$18.64	\$19.10
		yr 1	\$17.76	\$18.07	\$18.41	\$18.91	\$19.37
		yr 2	\$18.02	\$18.34	\$18.69	\$19.19	\$19.66
							\$20.21

GROUP 3 (cont'd)

CLASSIFICATION	FUNCTIONS	99-02-01	99-02-01	2000-02-01	2000-02-01	2001-02-01	2002-02-01		
PTSS 7 PRC-7, STS-6		mn	\$17.97	\$18.28	\$18.63	\$19.13	\$19.59	\$20.15	
		yr 1	\$18.27	\$18.59	\$19.94	\$19.44	\$19.90	\$20.46	\$20.46
PTSS 8 PRC-8, STS-7, STS-8		yr 2	\$18.56	\$18.88	\$19.24	\$19.74	\$20.20	\$20.76	\$20.76
		mn	\$19.21	\$19.55	\$19.92	\$20.42	\$20.88	\$21.44	\$21.44
		yr 1	\$19.53	\$19.87	\$20.25	\$20.75	\$21.21	\$21.77	\$21.77
		yr 2	\$19.85	\$20.20	\$20.58	\$21.08	\$21.54	\$22.10	\$22.10

GROUP 4

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
EPSS EL-1		min	\$15.19	\$15.46	\$15.75	\$15.75	\$16.21	\$16.77
EPSS EL-2		min	\$16.85	\$17.14	\$17.47	\$17.47	\$17.93	\$18.49
EPSS EL-3		min	\$18.48	\$18.80	\$19.16	\$19.16	\$19.62	\$20.18
PSS 1 EL-4		min	\$19.16	\$19.50	\$19.87	\$19.87	\$20.33	\$20.89
		yr 1	\$19.64	\$19.98	\$20.36	\$20.36	\$20.82	\$21.38
		yr 2	\$20.92	\$21.29	\$21.69	\$21.69	\$22.15	\$22.71
		yr 3	\$22.20	\$22.59	\$23.02	\$23.02	\$23.48	\$24.04
		yr 4	\$22.62	\$23.02	\$23.46	\$23.46	\$23.92	\$24.48
		yr 5	\$23.20	\$23.61	\$24.06	\$24.06	\$24.52	\$25.08
PSS 2 EL-5		min	\$20.78	\$21.14	\$21.54	\$21.54	\$22.00	\$22.56
		yr 1	\$21.30	\$21.67	\$22.08	\$22.08	\$22.54	\$23.10
		yr 2	\$21.84	\$22.22	\$22.64	\$22.64	\$23.10	\$23.66
		yr 3	\$23.32	\$23.73	\$24.18	\$24.18	\$24.64	\$25.20
		yr 4	\$24.79	\$25.22	\$25.70	\$25.70	\$26.16	\$26.72
		yr 5	\$25.38	\$25.82	\$26.31	\$26.31	\$26.77	\$27.33

GROUP 4(cont'd)

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2006-08-01	2001-02-01	2002-02-01
EPSS 3 EL-6		min	\$22.49	\$22.88	\$23.31	\$23.31	\$23.77	\$24.33
		yr 1	\$23.07	\$23.47	\$23.92	\$23.92	\$24.38	\$24.94
		yr 2	\$23.67	\$24.08	\$24.54	\$24.54	\$25.00	\$25.56
		yr 3	\$25.28	\$25.72	\$26.21	\$26.21	\$26.67	\$27.23
		yr 4	\$26.93	\$27.40	\$27.92	\$27.92	\$28.38	\$28.94
		yr 5	\$27.68	\$28.16	\$28.70	\$28.70	\$29.16	\$29.72
EPSS 4 EL-7		min	\$24.27	\$24.69	\$25.16	\$25.16	\$25.62	\$26.18
		yr 1	\$24.90	\$25.34	\$25.82	\$25.82	\$26.28	\$26.84
		yr 2	\$25.55	\$26.00	\$26.49	\$26.49	\$26.95	\$27.51
		yr 3	\$27.30	\$27.78	\$28.31	\$28.31	\$28.77	\$29.33
		yr 4	\$29.01	\$29.52	\$30.08	\$30.08	\$30.54	\$31.10
		yr 5	\$29.92	\$30.44	\$31.02	\$31.02	\$31.48	\$32.04



GROUP 5

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
TS 1 STS-2		min	\$13.76	\$14.00	\$14.27	\$14.27	\$14.73	\$15.29
		yr 1	\$13.99	\$14.23	\$14.50	\$14.50	\$14.96	\$15.52
		yr 2	\$14.21	\$14.46	\$14.73	\$14.73	\$15.19	\$15.75
TS 2 PRC-4		min	\$15.16	\$15.43	\$15.72	\$15.72	\$16.18	\$16.74
		yr 1	\$15.39	\$15.66	\$15.96	\$15.96	\$16.42	\$16.98
		yr 2	\$15.61	\$15.88	\$16.18	\$16.18	\$16.64	\$17.20
TS 3 STS-3		min	\$15.66	\$15.93	\$16.23	\$16.23	\$16.69	\$17.25
		yr 1	\$15.89	\$16.17	\$16.48	\$16.48	\$16.94	\$17.50
		yr 2	\$16.14	\$16.42	\$16.73	\$16.73	\$17.19	\$17.75
TS 4 STS-4, MES-4		min	\$16.19	\$16.47	\$16.78	\$16.78	\$17.24	\$17.80
		yr 1	\$16.44	\$16.73	\$17.05	\$17.05	\$17.51	\$18.07
		yr 2	\$16.69	\$16.98	\$17.30	\$17.30	\$17.76	\$18.32
TS 5 STS-5, PRC-5		min	\$16.94	\$17.24	\$17.57	\$17.57	\$18.03	\$18.59
		yr 1	\$17.21	\$17.51	\$17.84	\$17.84	\$18.30	\$18.86
		yr 2	\$17.49	\$17.80	\$18.14	\$18.14	\$18.60	\$19.16

GROUP 5(cont'd)

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-06-01	2001-02-01	2002-02-01
PTS 6		min	\$17.49	\$17.80	\$18.14	\$18.14	\$18.60	\$19.16
			\$17.76	\$18.07	\$18.41	\$18.41	\$18.87	\$19.43
		/::	\$18.02	\$18.34	\$18.69	\$18.69	\$19.15	\$19.71
PTS 7		min	\$17.97	\$18.28	\$18.63	\$18.63	\$19.09	\$19.65
		yr 1	\$18.27	\$18.59	\$18.94	\$18.94	\$19.40	\$19.96
		yr 2	\$18.56	\$18.88	\$19.24	\$19.24	\$19.70	\$20.26
PTS 8 STS-8	/	min	\$19.21	\$19.55	\$19.92	\$19.92	\$20.38	\$20.94
		yr 1	\$19.53	\$19.87	\$20.25	\$20.25	\$20.71	\$21.27
		yr 2	\$19.85	\$20.20	\$20.58	\$20.58	\$21.04	\$21.60

APPRENTICESHIP WAGE RATES

CLASSIFICATION	FUNCTIONS		1998-02-01	1999-02-01	2000-02-01	2000-08-01	2001-02-01	2002-02-01
VHE-9 and MAM-11 Apprentice		min	\$17.67	\$17.98	\$18.32	\$18.32	\$18.78	\$19.34
		yr 1	\$18.11	\$18.43	\$18.78	\$18.90	\$19.36	\$19.92
		yr 2	\$18.54	\$18.86	\$19.22	\$19.46	\$19.92	\$20.48
		yr 3	\$18.98	\$19.31	\$19.68	\$20.05	\$20.51	\$21.07
		yr 4	\$19.43	\$19.77	\$20.15	\$20.65	\$21.11	\$21.67
EIM-10 Apprentice		min	\$17.67	\$17.98	\$18.32	\$18.32	\$18.78	\$19.34
		yr 1	\$18.25	\$18.57	\$18.92	\$19.04	\$19.50	\$20.06
		yr 2	\$18.82	\$19.15	\$19.51	\$19.75	\$20.21	\$20.77
		yr 3	\$19.39	\$19.73	\$20.10	\$20.47	\$20.93	\$21.49
		yr 4	\$19.97	\$20.32	\$20.71	\$21.21	\$21.67	\$22.23

**APPENDIX "A"**

**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.
3. The amounts specified hereinafter are paid to employees in the PO LC-1, PO MSC-I, PO MSC (HV)-3 classifications in lieu of extending the rest period to fifteen (15) minutes in the calendar years 1999,2000,2001, and 2002. The amount paid to part-time employees shall be considered pay for the purposes of paragraph 19.1 O(b). These amounts are payable by December the 15th of each year.

	Full- Time	Part- Time
1999	\$769.00	\$384.50
2000	\$784.00	\$392.00
2001	\$804.00	\$402.00
2002	\$828.00	\$414.00

4. In the application of note 3, the amounts payable for each of the calendar years 1999,2000,2001, and 2002 are for employees on strength during that period.

The amounts mentioned in note 3 above shall be reduced by the amount specified hereinafter for each working day that the employee was not entitled to pay during these calendar years.

	Full- Time	Part- Time
1999	\$2.95	\$1.48
2000	\$3.01	\$1.50
2001	\$3.08	\$1.54
2002	\$3.17	\$1.59

Those employees on strength from January 1 st, 1999 but not on strength for the full period(s) specified above will be paid on a pro rata basis.

5. In lieu of extending the rest period to fifteen (15) minutes, temporary employees are entitled to the following amounts:

- (a) For each day that a temporary employee performs a full-time assignment, he or she shall receive:
  - (i) For the 1999 calendar year - \$2.95 per day;
  - (ii) For the 2000 calendar year - \$3.01 per day;
  - (iii) For the 2001 calendar year - \$3.08 per day;
  - (iv) For the 2002 calendar year - \$3.17 per day.

lb) For each day that a temporary employee performs a part-time assignment, he or she shall receive:

- (i) For the 1999 calendar year **-\$1.48** per day;
- (ii) For the 2000 calendar year **-\$1.50** per day;
- (iii) For the 2001 calendar year - \$1.54 per day;
- (iv) For the 2002 calendar year - \$1.59 per day.

These amounts shall be paid to temporary employees on February 1 of the year following the year in which the entitlement was earned.

6. (a) The amounts shown hereunder represent four (4) hours' pay of the EL-4 maximum hourly rate rounded to the nearest five cents **(5¢)**.

- (i) February 1, 1999 \$94.45
- (ii) February 1, 2000 \$96.25
- (iii) February 1, 2001 \$98.10
- (iv) February 1, 2002 \$100.30

(b) The amounts shown hereunder represent three (3) hours' pay of the EL-5 maximum hourly rate rounded to the nearest five cents (5¢)-

(i) February 1, 1999 \$77.45

(ii) February 1, 2000 \$78.95

**(iii)** February 1, 2001 \$80.30

(iv) February 1, 2002 \$82.00

(c) The amounts shown hereunder represent three (3) hours' pay of the EL-5 maximum hourly rate plus five dollars (\$5.00) rounded to the nearest five cents (5¢).

(i) February 1, 1999 \$82.45

**(ii)** February 1, 2000 \$83.95

**(iii)** February 1, 2001 \$85.30

**(iv)** February 1, 2002 \$87.00

(d) The amounts shown hereunder represent three (3) hours' pay of the EL-5 maximum hourly rate plus ten dollars (\$10.00) rounded to the nearest five cents (5¢).

(i) February 1, 1999 \$87.45

(ii) February 1, 2000 \$88.95

**(iii)** February 1, 2001 \$90.30

**(iv)** February 1, 2002 \$92.00

7. Hourly rates for part-time letter carriers, part-time motorized mail courier, part-time relief motorized mail courier, part-time relief mail service couriers, part-time mail service couriers, 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 allowances will continue to be paid when such a part-time employee is assigned on an acting basis to a relief position, either in the PO LC-1 classification or the PO MSC-1 classification. The rate of pay in these circumstances shall be based on the equivalent increment level for part-time relief mail service courier or part-time relief motorized mail courier, as applicable.

8. For greater certainty, the parties confirm that the classification of letter carrier (PO LC-1) includes the following functions:

- letter carrier
- relief letter carrier
- motorized mail courier
- relief motorized mail courier
- night router
- assistant to letter carrier supervisor
- mail mobile letter carrier

The classification of mail service courier (PO MSC-1) includes the functions of mail service courier and relief mail service courier.

The classification of part-time letter carrier (PT PO LC-1) includes the functions of part-time letter carrier, part-time motorized mail courier and part-time relief motorized mail courier.



The classification of part-time mail service courier (PT PO MSC-1) includes the functions of part-time mail service courier and part-time relief mail service courier.

The classification of mail service courier (heavy vehicle) (PO MSC(HV)-3) includes the function of mail service courier (heavy vehicle).

9. By agreement of the parties, the functions in the classifications in groups 1, 3, 4 and 5 are not listed in Appendix "A".

APPENDIX "B-1"

Notice of Change in Union Affiliation  
or Status Change

Avis de modification de l'affiliation syndicale ou  
changement de statut



Please print or type  
According to the provisions of the collective agreement, we hereby  
submit the following information concerning the following employee.

Dactylographier ou écrire en lettres moulées  
Conformément aux dispositions de la convention collective, nous soumettons par la  
présente les renseignements suivants concernant l'employé(e) ci-dessous.

Employee Surname Nom de famille de l'employé(e)				Initials Initiales		S.T.N. N.A.S.	
Street Rue			City Ville			Province	Postal Code Code postal
New Status Nouveau statut				Status or or to change Statut avant le changement			
Name of bargaining agent Nom de l'agent négociateur			Deduction \$	Retenue	Name of bargaining agent Nom de l'agent négociateur		
Bud Code Code IUN	Component No. Élément n°	Local Number N° de la section locale		Bud Code Code IUN	Component No. Élément n°	Local Number N° de la section locale	
Job Title Titre du poste			Group & Level Groupe et niveau	Job Title Titre du poste			Group & Level Groupe et niveau
Work Location (City, town, village) Endroit de travail (ville, agglomération, village)				Work Location (City, town, village) Endroit de travail (ville, agglomération, village)			
Work Area (Section, shift, station) Secteur de travail (section, équipe, poste)				Work Area (Section, shift, station) Secteur de travail (section, équipe, poste)			
SAF (PSC 1306) Issue date	Date d'émission FDP (PSC 1306)	Depl. No.	N° du min.	Paylist No.	N° de la LDP	Employee N° de l'employé(e)	Name change Changement de nom
Effective Date of Appointment or Change		Date d'entrée en vigueur de la nomination/changement		Last Date of Employment in this Class		Dernier jour dans cette classe	
Reason for Change Motif du changement							
<input type="checkbox"/>	Appointment of new employee from indeterminate	<input type="checkbox"/>	Casual	<input type="checkbox"/>	Occasional	<input type="checkbox"/>	Term Employee
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Indeterminate	<input type="checkbox"/>	Indéterminé	<input type="checkbox"/>	Acting
<input type="checkbox"/>	Transfer	<input type="checkbox"/>	In	<input type="checkbox"/>	Arrivée	<input type="checkbox"/>	Out
<input type="checkbox"/>	Demotion	<input type="checkbox"/>	Reclassification	<input type="checkbox"/>	Reclassification	<input type="checkbox"/>	Resigned
<input type="checkbox"/>	Retired	<input type="checkbox"/>	Retraite	<input type="checkbox"/>	Retraite	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Other (specify)	<input type="checkbox"/>	Other (spécifier)	<input type="checkbox"/>	Autre (préciser)	<input type="checkbox"/>	Other (specify)
Signature		Telephone No.		N° de téléphone		Date	

22-054-138 (12-89)1.

National Union Syndicat national

APPENDIX "B-2"

NOTICE OF CHANGE IN  
UNION AFFILIATION OR  
STATUS CHANGE  
(MULTIPLE CHANGES)

AVIS DE MODIFICATION  
**DE L’AFFILIATION SYNDICALE**  
**OU CHANGEMENT DE STATUT**  
(CHANGEMENTS MULTIPLES)

EMPLOYEE SURNAME	INITIALS	SIN	STREET	CITY	PROVINCE	POSTAL CODE
NOM DE FAMILLE	INITIALES	NAS	RUE	VILLE	PROVINCE	CODE POSTAL

NOTE: to be attached to form "B-1" duly completed

**APPENDIX "B-3"**

**NOTIFICATION OF IMPLEMENTATION OF  
GRIEVANCE DECISION**



Notification of Implementation  
of Grievance Decision

Avis application d'une décision  
prise en matière de grief

To Employee		À l'employé		Employee Number		Numéro de l'employé	
To Local Representative of Union				Au représentant local du syndicat			
Subject		Objet		Location		Endroit	
Grievance Number		Numéro du grief					
Level of Decision		Palier de décision					
<input type="checkbox"/> 1st 1 <sup>er</sup>		<input type="checkbox"/> 2nd 2 <sup>e</sup>		<input type="checkbox"/> 3rd 3 <sup>e</sup>		<input type="checkbox"/> Arbitration Arbitrage	
<input type="checkbox"/> Other (Specify) Autre (préciser)							
Subject Matter				Sujet			

Action to implement in the above grievance has been taken  
as follows (include dates)

Voici les mesures qui ont été prises pour appliquer la décision  
prise dans le cas du grief susmentionné (comprenez les dates)

Name		Nom		Title		Titre		Date	
								Y A M D J	

22-052-079 (08-03)

1 Original Grievance File

Dossier sur le grief

**APPENDIX "B-4"**

**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 \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee

**APPENDIX "B-5"**

**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 \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee

**APPENDIX "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:

Edmonton AB	Equal Opportunity for O.T. (Jan. 22, 1997)
----------------	--

Province of Quebec	Equal Opportunity for O.T.
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Western Region	Health and Safety - Posting of Minutes
----------------	---

Western Region	Health and Safety - Construction and Major Renovations
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Western Region	Health and Safety - Stripping Floor Wax
----------------	--

Western Region	Health and Safety - An Employee Working Alone
Ottawa ON	Reclassification - Article <b>45</b>
Atlantic Division	Equal Opportunity for O.T.
Province of Quebec	Health and Safety
Western Region	Health and Safety - Use of <b>C-4</b> Equipment
Metro-Montreal Region	Article <b>29</b> - Regional Bag Rack - Final at Parcel Sorting Machines (October <b>24, 1995</b> )
St. John's <b>NF</b>	Change of Shift system
Regina S.K.	Equal Opportunity for O.T. (Part-time MSC)
National	Union Dues Deductions - Article 4 (July <b>13, 1991</b> )
National	Dental Plan (April <b>4, 1986</b> )
National	Local Health and Safety Committees (July <b>31, 1992</b> )



National	Motorized Mail Courier (MMC) (August 11, 1993)
National	Motorized Mail Courier (MMC) (February 4, 1994)
National	The Bidding of Routes when Conducting a Major Reorganization of Motorized Mail Courier (MMC) Routes (February 4, 1994)
National	Settlement of grievance NOO-92-00002 (September 30, 1992)
National	Letter, A. Joynt to L. Bue, regarding (Form 111 -MSC) (December 22, 1999)
National	Letter, A. Joynt to L. Bue, regarding Benefits improvements (December 21, 1999)

- 3.** The following agreements are renewed with the understanding that they will be reviewed locally during the life of the collective agreement under clause **8.04** and following:

Williams Lake BC	Equal Opportunity for O.T.
Castlegar BC	Equal Opportunity for O.T.
Inuvik NWT	Equal Opportunity for O.T.
Fort Saskatchewan A.B.	Equal Opportunity for O.T.
Grande Prairie AB	Equal Opportunity for O.T.
St. Paul AB	Equal Opportunity for O.T.
Yorkton SK	Equal Opportunity for O.T.
Surrey BC	Equal Opportunity for O.T.
Victoria BC	Health and Safety Program

**APPENDIX "C-I "**

*The parties agree to extend until January 31, 2003, the "MEMORANDUM OF AGREEMENT FOR THE RESOLUTION OF THE GRIEVANCE BACKLOG". This Memorandum of Agreement reads as follows:*

**MEMORADUM OF AGREEMENT**  
**BETWEEN**  
**CANADA POST CORPORATION**  
**AND THE**  
**CANADIAN UNION by POSTAL WORKERS**  
**FOR THE RESOLUTION OF**  
**THE GRIEVANCE BACKLOG**

In order to resolve the grievance backlog, the parties, Canada Post Corporation (CPC) and the Canadian Union of Postal Workers (CUPW), agree to the following:

1. The parties shall forthwith jointly request the Chairperson of the Canada Industrial Relations Board (CIRB) to administer this memorandum.
2. A National Committee, made up of a maximum of four (4) representatives of each party, shall be established within fifteen (15) calendar days after this memorandum is signed. The Chairperson of the Canada Industrial Relations Board shall serve as the Chairperson of the Committee. Should the Chairperson of the CIRB be unable or refuse to act as Chairperson, the parties will agree on another person to act as Chairperson of the Committee. If the parties cannot agree, the Chairperson shall be appointed by the Minister of Labour.

3. A quorum of the Committee shall consist of the Chairperson and two (2) members from each of the parties.

4. The National Committee shall, within one hundred and eighty (180) calendar days of its establishment:

- (a) try to settle as many grievances as possible:
- (b) group the grievances on the basis of the question raised so that all grievances substantially raising the same issues may be dealt with "en bloc":
- (c) determine the issues to be decided in each grouping and select a representative case if possible:
- (d) agree upon an arbitrator to deal with each grouping and refer the matter to that arbitrator:
- (e) determine a time frame for the hearing of these matters.

5. In the event that the National Committee is unable to agree on a matter referred to in paragraph 4 above, the administrator shall:

- (a) decide into which group a grievance shall be placed;
- (b) determine the issue(s) from each grouping to be submitted to an arbitrator;
- (c)** select an arbitrator to hear each grouping, who:

- (i) is experienced;
  - (ii) has acceptable availability;
  - (iii) is not now and has never been an arbitrator listed in any collective agreement to which Canada Post Corporation is a party: and,
  - (iv) is not an arbitrator whose name has been considered and not agreed upon by the National Committee;
- (d) determine the time frame for hearing of the grievances;
- (e) resolve any other matter upon which the National Committee is unable to agree.

6. The arbitrator appointed under paragraph 4(d) or 5(c) above will possess the powers conferred upon an arbitrator under the Canada Labour Code and the applicable collective agreement, and without limiting the generality of the foregoing, shall:

- (a) decide upon the merits of the issue of the grouping referred to him;
- (b) remain seized of all grievances in the grouping and, after having given the parties the opportunity to make further submissions, apply his decision to the individual grievances, in the event that the parties are unable to agree on its implementation.

7. Unless the parties agree otherwise, the following grievances will be excluded from this memorandum:

- (a) grievances for which a hearing has commenced;
- (b) national policy grievances;
- (c) corporate policy grievances;
- (d) dismissal grievances and all grievances in any way related to a dismissal grievance, including those grievances dealing with previous or progressive discipline;
- (e) all grievances submitted after July 31, 1992;
- (f) all grievances that concern the Union as such.

**6.** This memorandum shall have the effect of suspending the application of the grievance and arbitration procedure as provided in the applicable collective agreement in the case of any grievances covered hereby.

**9.** For greater certainty, it is agreed that all settlements and decisions arrived at pursuant to the memorandum will be without prejudice and precedent.

**10.** The parties will share equally in the responsibility for the fees and expenses of all arbitrators, the Chairperson appointed pursuant to paragraphs hereinabove, and related costs (facilities, etc.). Each party will be responsible for the expenses of its respective committee members.

**11.** The parties will ensure that the administration of this memorandum will be carried out in the language of choice of the parties.

12. This memorandum will take effect upon signing and will remain in effect until January **31, 1995**, unless it is extended by the mutual agreement of the parties.

**13.** Upon termination of this agreement, any grievances that were not disposed of shall be dealt with in accordance with the applicable collective agreement at the date of filing of the grievance.

**APPENDIX "D"**

**HOUSEHOLDER MAIL**

**1.0 Householder Mail**

- (a) In this collective agreement, householder mail is unaddressed advertising matter (mail) as defined in the Postal Guide, as it is amended from time to time.
- (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 other means.

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.



- (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 agreement 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 paragraph 2.0(b), 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 paragraph 7.2(a), 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 paragraph 7.2(d).
- (c) Householder mail, as specified in paragraph 7.2(d), 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 paragraph 2.0(b), 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 sub-paragraph 7.2(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 will be based on the negotiated rates and will be by means of a single cheque every six (6) months.

**7.4 Time Values for the Preparation of Householder Mail**

- (a) Time will be provided for the preparation of householder mail, in excess of three (3) sets as determined by each Daily Householder Mail Standard, in accordance with the procedures relating to the time allowances in the Letter Carrier Route Measurement Manual.
- (b) The time set out in paragraph (a) above will be implemented upon route restructure, for routes restructured pursuant to clause 47.14 after April 21, 2001. The Credit will be implemented for all routes by January 31, 2003.

- (c) For the period from the effective date of the collective agreement to January 31, 2003, paragraphs 7.4(a) and (b) shall not apply to those routes for which time values are still in effect as described in paragraph 7.2 and those values shall continue to apply for the aforementioned period.

APPENDIX "D"

MAGAZINES, CATALOGUES, AND BROCHURES (NOT IN ENVELOPES)

METRIC (British Imperial)

<b>Categories</b>	<b>Maximum Length</b>	<b>Maximum Width</b>	<b>Maximum Thickness</b>	<b>Maximum Weight</b>	<b>Delivery Days</b>	<b>Payable to Letter Carriers</b>	
						<b>Time Values Removed from the system</b>	<b>In the system</b>
1	35.56 cm (14")	15.24 cm (6")	1.91 cm (.75")	226.6 gr (8 oz.)	5 3	2¢ 4¢	0¢ 2¢

NOTE: Minimum sizes for all categories are:

LENGTH- 10 cm (3.9")  
WIDTH - 7 cm (2.76")  
THICK - .18 mm (.007")

APPENDIX "D"

FLYERS AND NEWSPAPER TYPES (NOT IN ENVELOPES & EASILY FOLDABLE)

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Delivery Days	Payable to Letter Carriers	
						Time Values Removed from the system	In the system
2	35.56 cm (14")	15.24 cm (6")	1.91 cm (.75")	113.4 gr (4 oz.)	3	2¢	0¢

NOTE: Minimum sizes for all categories are:

LENGTH- 10 cm (3.9")  
WIDTH - 7 cm (2.76")  
THICK - .18 mm (.007")

APPENDIX "D"

CARDS AND COUPONS AND SINGLE SHEET ITEMS

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Delivery Days	Payable to Letter Carriers	
						Time Values Removed from the system	Time Values In the system
3	35.56 cm (14")	15.24 cm (6")	1.91 cm (.75")	226.8 gr (8 oz.)	3	2¢	0¢

NOTE: Minimum sizes for all categories are:

LENGTH- 10 cm (3.9")  
WIDTH - 7 cm (2.76")  
THICK - .18 mm (.007")



**APPENDIX "D"**  
**ENVELOPES AND CO-OP MAILING**

METRIC (British Imperial)

Categories	Maximum Length	Maximum Width	Maximum Thickness	Maximum Weight	Delivery Days	Payable to Letter Carried Time Values	
						Removed from the system	In the system
<b>4.A</b> (not containing a sample)	35.56 cm (14")	15.24 cm (6")	1.91 cm (.75")	226.6 gr (8 oz.)	3	2¢	0¢
<b>4.8</b> (containing a sample)	35.56 cm (14")	15.24 cm (6")	1.91 cm (.75")	226.8 gr (8 oz.)	7 5	2¢ 4¢	21 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")

NOTE 2: For each additional sample enclosed in the single envelope the payment will be increased by one-half (½) the single sample minimum rate.

**APPENDIX "D"**

**SAMPLE PACKAGES**

METRIC (British Imperial)

categories	Maximum Length	Maximum width	Maximum Thickness	Maximum Weight	Delivery Days	Payable to Letter Carried
5.A	22.86 cm (9")	11.43cm (4.5")	1.91 cm (.75")	226.8 gr (8 oz.)	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 "D-I"**

**LETTER OF UNDERSTANDING**  
**ON THE MEASUREMENT OF**  
**UNADDRESSED HOUSEHOLDERS**

The Corporation recognizes that the standard for the minimum thickness of unaddressed householders (tables 1 to 5 of Appendix "D") is important and must be respected at all times.

In an effort to avoid problems with corporate customers, the Union agrees that a margin of error of 6% be tolerated on the minimum thickness of a householder. Accordingly, a householder is deemed to meet the standard if its thickness, as measured by the Corporation, is not lower than 0.17 mm.

The parties also agree that householders may sometimes exceed the maximum length and width set out in Appendix "D" as a result of a defective fold. It is therefore agreed that a householder that does not meet the dimension requirements of Appendix "D" will nevertheless be accepted for delivery in the following cases:

- (a) the failure to meet dimension requirements results solely from a defective fold:
- (b) the householder would meet the standards if folded correctly; and
- (c) the difference between the householder and the standards does not exceed six per cent (6%).

It is understood that the tolerance level set out above is accepted on the basis that the defective fold is accidental and unusual. Where the local Union feels that a sender takes advantage of or abuses this, it can put an end

to this tolerance level for this sender, until such time as the problem is corrected, through written notice to the Corporation.

**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 paragraphs (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"**

**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"

ISOLATED POSTS ALLOWANCES

Employees (Single)

LOCATION	ENVIRONMENT ALLOWANCE		LIVING COST DIFFERENTIAL		FUEL AND UTILITIES ALLOWANCE	
	SALARIED EMPLOYEES	HOURLY RATE EMPLOYEES	SALARIED EMPLOYEES	HOURLY RATE EMPLOYEES	SALARIED EMPLOYEES	HOURLY RATE EMPLOYEES
	\$ per year	\$ per hour	\$ per year	\$ per hour	\$ per year	\$ per hour
Chandler	1,137	.55				
Channel Port-Aux-Basques	1,422	.68				
Flin Flon	1,422	.68	1,295	.62	625	.40
Fort Nelson	1,137	.55	1,295	.62		
Gaspé	1,422	.68				
Goose Bay/Happy Valley	2,136	1.03	1,295	.62	225	.11
Hay River	1,422	.68	1,295	.62	2,025	.97
High Prairie	1,137	.55			-	
Inuvik	2,932	1.41	4,102	1.97	3,225	1.55
Labrador City	2,136	1.03	1,295	.62	375	.18
St. Anthony	2,136	1.03	-	-	375	.18
Sioux Lookout	1,422	.68	1,295	.62	675	.32
The Pas	1,422	.68	1,295	.62	525	.25
Wabush	2,136	1.03	1,295	.62	375	.18
Whitehorse	1,137	.55	1,295	.62	375	.18
Yellowknife	2,136	1.03	1,295	.62	2,175	1.04

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 category.



**APPENDIX "H"**

**ISOLATED POSTS ALLOWANCES**

**Employees (Married)**

LOCATION	ENVIRONMENT ALLOWANCE		LIVING COST DIFFERENTIAL		FUEL AND UTILITIES ALLOWANCE	
	SALARIED EMPLOYEES	HOURLY RATE EMPLOYEES	SALARIED EMPLOYEES	HOURLY RATE EMPLOYEES	SALARIED EMPLOYEES	HOURLY RATE EMPLOYEES
	\$ per year	\$ per hour	\$ per year	\$ per hour	\$ per year	\$ per hour
Chandler	1,895	.92	-	-	-	-
Channel Port-Aux Basques	2,370	1.14	-	-	-	-
Flin Flon	2,370	1.14	2,159	1.03	1,375	.66
Fort Nelson	1,895	.92	2,159	1.03	-	-
Gaspé	2,370	1.14	-	-	-	-
Goose Bay/Happy Valley	3,560	1.70	2,159	1.03	375	.18
Hay River	2,370	1.14	2,159	1.03	3,375	1.62
High Prairie	1,895	.92	-	-	-	-
Inuvik	4,887	2.35	6,836	3.28	5,375	2.58
Labrador City	3,560	1.70	2,159	1.03	625	.30
St. Anthony	3,560	1.70	-	-	625	.30
Sioux Lookout	2,370	1.14	2,159	1.03	1,125	.54
The Pas	2,370	1.14	2,159	1.03	875	.42
Wabush	3,560	1.70	2,159	1.03	625	.30
Whitehorse	1,895	.92	2,159	1.03	625	.30
Yellowknife	3,560	1.70	2,159	1.03	3,625	1.74

**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 category.

**APPENDIX "I"**

1. **JOB RETENTION**

1. The Corporation agrees that the work described below, to the extent that it is normally, regularly and actually being performed by members of the bargaining unit will not be performed outside the bargaining unit before January 31, 2003.

(a) Level I and Level II maintenance work of national equipment used for the internal processing of mail currently being performed by members of the bargaining unit.

For the purpose of Part I of this appendix, national equipment means:

- . Multi-line Optical Character Reader
- . Culler-Facer-Canceller
- . Letter Sorting Machine
- . Video Encoding System
- . Flat Sorting Machine

(b) The internal processing of mail including redirection work, that currently is being performed within corporate facilities.

(c) The routine maintenance of light vehicles owned or leased by the Corporation currently being performed by bargaining unit employees. If the number of vehicles attached to a facility drops below seventy-five (75), the work may be contracted out. Facilities will not be divided in order to reduce the number of vehicles in a facility.

2. Should the Corporation plan, prior to the expiry date of the collective agreement, to have any of the above work performed outside the bargaining unit after January 31, 2003, it will meet with the Union at least six (6) months prior to the work being given outside in order to consult. This six (6) month period replaces the ninety (90) day period provided for in subparagraph 2.1 (a) of Part II of Appendix "T".

3. **RETAIL COUNTERS AND OUTLETS**

As of April 30, 1999, there are one hundred and thirty-two (132) retail counters located in postal stations, three hundred and forty-two (342) retail counters located in staff offices and nine (9) corporate retail outlets.

The Corporation undertakes that as of January 31, 2003, the number of retail counters and outlets shall not be less than the total number existing as of April 30, 1999.

II. **NO CONTRACTING OUT OF WORK PERFORMED BY MAIL SERVICE COURIERS, MOTORIZED MAIL COURIERS OR LETTER CARRIERS**

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, 2003.

Accordingly, Part II of 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, 2003.

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 Part II and sub-paragraphs 5.5 to 5.9 of Part V of Appendix "T" shall apply.

The Corporation will not contract out work normally, regularly and actually performed by motorized mail couriers between the date of signing of the collective agreement and January 31, 2003.

The Corporation has no intention of contracting out work normally, regularly and actually performed by letter carriers where such contracting out would result in surplus employees between the date of signing of the collective agreement and January 31, 2003.

**APPENDIX "J"**

**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 13.20 and 13.21 of the collective agreement.
3. An employee who holds a group 3 or 5 lead hand position or who substantially performs the duties of a lead hand in Group 3 or 5 on a temporary basis will be paid a differential based on the charts below:

(a) **General Labour and Trades (Lead Hand) -  
Lead Hand Differential**

Lead Hand Level	Lead Hand Co-ordinates	Lead Hand Differential as a Percentage of Basic Rate
1	A1	4.0
2	B2	6.5
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

lb) **General Services (Lead Hand) Lead Hand Differential**

Lead Hand Level	Lead Hand Co-ordinates	Lead Hand Differential as a Percentage of Basic Rate
1	A1	4.0
2	B2	6.0
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) The job descriptions for the positions mentioned in paragraph 3 above have been amended to delete any requirement to directly exercise discipline and the word "supervisory" has been changed to "lead hand".

**APPENDIX "K"**

Ms. Lynn Bue  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**RE: Letter Carriers - Problems With Carrying  
Weight and Relay Stops**

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The Corporation is committed to ensuring the health and safety of employees. To this end, the Corporation's goal is to ensure that the weight of mail to be carried remains within safe limits and that employees have at their disposal sufficient relay stops, authorized drops and, if necessary, additional relay boxes to meet this objective. It is recognized that the Union shares this goal with the Corporation.

This commitment is given with the full and reasonable expectation that employees follow applicable work rules and safe work practices when carrying out their jobs.

The employee and his or her supervisor are in the best position to understand the exact nature of each problem and to find solutions. A "one size fits all" approach will not work, so we must find the right solution to each problem. The letter carrier will advise his or her supervisor of the fact that he or she is experiencing a problem with managing the weight requirements for the route. The Supervisor will be given the opportunity to resolve the problem. My expectation is that the problem will be resolved at this point.

Where the supervisor does not resolve the problem, the employee may raise the issue to the Local Joint Health and Safety Committee and then, if the issue remains

unresolved, to an arbitrator in accordance with the procedure agreed upon herein.

To give effect to this letter, the Corporation will immediately begin to make available additional relay boxes for use by letter carriers in overburdening situations, in accordance with the procedure below.

Local management and the Local Joint Health and Safety Committees will ensure that such problems are addressed in a timely and efficient manner.

**PROCEDURE CONCERNING OVERBURDENING SITUATIONS**

1. A letter carrier who feels there is an overburdening situation on his or her route must first raise the problem with his or her supervisor.
2. If the letter carrier feels that the supervisor did not resolve the problem in a satisfactory manner, he or she may raise the problem with the Local Joint Health and Safety Committee.
3. The Local Joint Health and Safety Committee shall conduct the necessary investigations and verifications to determine if there is an overburdening situation, identify its causes and, if an overburdening situation is found to exist, decide whether to change the placement of relay boxes on a route, add relay boxes or add authorized relay drops.
4. If the members of the Local Joint Health and Safety Committee cannot reach agreement or if the Corporation does not implement the decision of the Committee, a grievance may be filed and referred to arbitration. In such a situation, the procedure set out in paragraphs 47.11 (c), (d) and (e) shall apply.



5. If the arbitrator concludes that there is an overburdening situation, he or she shall decide whether to change the placement of relay boxes on a route, add relay boxes or add authorized relay drops.



C. Anne Joynt  
Senior Vice-President  
Human Resources

**APPENDIX "L"**

**CHILD CARE FUND**

1. The Corporation and the Union recognize the need for good quality affordable child care services for all employees. Consequently, the Corporation agrees to contribute to a child care fund and the Union agrees to administer this fund in accordance with the following provisions.

2. The fund is used exclusively for the following purposes:

- (a) establish and support information programs dealing with child care;
- (b) conduct analyses and research to assess child care needs and the methods used to meet these needs;
- (c) establish or assist in establishing child care facilities and oversee their operation;
- (d) pay subsidies for child care services;
- (e) reach agreements with child care facilities or other institutions to provide or facilitate child care;
- (f)** hire staff or reimburse the salary of bargaining unit employees on Union leave for the above-mentioned purposes.

3. In principle, only those employees in the bargaining unit and their children may benefit from admission in a child care facility and be eligible for a subsidy.

However, insofar as other places remain available, they are offered by preference to other employees of the Corporation and their children. However, the fund shall not assume the costs of these services.

4. The trust fund that is already established to receive the monies from the Corporation shall be maintained. Withdrawals or cheques drawn on this account shall require the signature of two (2) persons specifically designated for this purpose by the Union. This requirement shall be reproduced in the banking arrangement documents between the financial institution and the Union.

5. (a) Starting April 1<sup>st</sup>, 2000, the Corporation shall deposit in the trust fund the amount of two hundred and twenty five thousand dollars (\$225,000) within fifteen (15) days after each quarter-end.

(b) Starting April 1<sup>st</sup>, 2001, the Corporation shall deposit in the trust fund the amount of two hundred and thirty five thousand dollars (\$235,000) within fifteen (15) days after each quarter-end.

(c) Starting April 1<sup>st</sup>, 2002, the Corporation shall deposit in the trust fund the amount of two hundred and fifty thousand dollars (\$250,000) within fifteen (15) days after each quarter-end.

6. Subject to paragraph 7 below, the Corporation shall 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 (3/10) of one percent (1%) of the Income

from Postal Operations value described in the Annual Report.

7. (a) Starting April 1st, 2000, the sum of the amounts deposited in the fund under paragraphs 5 (a) and 6 shall not exceed one million three hundred thousand dollars **(\$1,300,000)** in any fiscal year.
  - (b) Starting April 1st, 2001, the sum of the amounts deposited in the fund under paragraphs 5 (b) and 6 shall not exceed one million three hundred and forty thousand dollars **(\$1,340,000)** in any fiscal year.
  - (c)** Starting April 1st, 2002, the sum of the amounts deposited in the fund under paragraphs 5 (c) and 6 shall not exceed one million four hundred thousand dollars **(\$1,400,000)** in any fiscal year.
6. At no time shall the fund balance exceed two million dollars **(\$2,000,000)**. Should a quarterly payment or an annual payment 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.
9. All interest income shall accrue to the fund.

**10.** 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.

**11.** 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 such purpose.

**APPENDIX "M"**

**CONSULTATIVE COMMITTEE ON BENEFITS**

1. Within sixty (60) days of the signing of the collective agreement, the parties shall establish a committee designated as the "Consultative Committee on Benefits", composed of four (4) representatives selected by the unions and four (4) representatives selected by the Corporation. The Canadian Union of Postal Workers shall select two (2) representatives to sit on the Committee. The Union of Postal Communications Employees (UPCE) and the Canadian Postmasters and Assistants Association (CPAA) shall select one (1) person each to sit on the Committee. Should either the UPCE, or CPAA choose not to designate a representative, CUPW will designate an additional representative.

2. Either party may replace one of its representatives on the committee at any time.

3. The mandate of the Committee will be to consult and make non-binding recommendations to the Corporation on the following matters pertaining to the insurance plans mentioned at clauses 30.02, 30.04, 30.05 and 30.06 ("The Plans"):

- (a) appropriate means of ensuring that all employees are aware of the benefits to which they are entitled under the Plans and of the procedures to be followed in the applicable claims or appeal process;
- (b) improvements and changes which could be made to the Plans;
- (c) any question or complaint submitted by an employee or the parties, other than those

that may be dealt with in the claims or appeal process.

4. To assist the Committee in fulfilling its mandate, it will be provided with the financial information for the fiscal year 97/98 and following, on the administration and claims experience of the Plans.

5. The Committee shall determine its own procedures.

6. Each party shall pay the salary or fees of its representatives on the Committee.

7. The Committee will meet quarterly or more often as agreed to by the Committee.

**APPENDIX "N"**

**DISABILITY INSURANCE PLAN**  
**APPEAL PROCESS**

**A. The Claims and Appeal Process**

**1. Submitting a Claim**

The claim documents will include a release that the employee may sign to authorize a Union representative to represent the employee's interests during the process outlined below and to access the employee's medical information.

**2. Adjudicator's Decision**

The claim will be adjudicated and a decision rendered. If the claim is denied, the employee will be notified in writing that the claim is proceeding to the next step.

**3. Claims Specialist Review**

Where the adjudicator denies a claim, it will automatically be sent to a Claims Specialist within five (5) working days after the Adjudication decision, without the employee appealing, and without the requirement for additional medical information. However, the employee may provide additional medical information should the Claims Specialist deem it appropriate.

The Claims Specialist will review the case with the applicable Occupational Health and Safety (OHS) group and as the case may be, with the Union representative authorized to represent the employee.



A decision will be rendered within ten (10) working days after receiving the adjudicator's decision. The employee will be notified in writing of the decision.

**4. Senior Claims Team Review**

In the event that a claim continues to be denied at the Claims Specialist level, the claim will be submitted to a Senior Claims Team. New medical information may be required at this stage of the process.

The Senior Claims Team will review the case history on file, and any new medical information. The Senior Claims Team will issue a final decision within ten (10) working days of receiving the complete file, including any new medical information.

The decision of the Senior Claims Team is the final decision of the Insurance Carrier. An employee whose claim is denied and who nevertheless deems he or she is entitled to payment of benefits may resort to the courts, but will not have recourse to the grievance procedure under the collective agreement.

**B. Case Review Committee Meetings**

In addition to the Appeal process outlined above, where an employee has authorized in writing a Union representative to represent him or her, the Corporation shall ask the appropriate Union representative to participate in person or by telephone, in the monthly and/or quarterly area Case Review Committee Meetings between the Insurance Carrier and the OHS group when the employee's case is being discussed.

**APPENDIX "0"**

**CENTRALIZED RELIEF GROUP - FOR  
GROUP 1 (POSTAL STATIONS)**

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"**

**FULL-TIME STAFF IN GROUP 1**

1. **Full-time to Total Hours Ratio in Group 1**
- (a) In this appendix:
  - (i) *"Hours Paid"* means all straight time paid hours including leave hours but excluding allowances paid during parental leaves.
  - (ii) *"Full-Time Hours"* means all Hours Paid during a fiscal year for all regular full-time employees in Group 1 as reported in the Corporation's General Ledger.
  - (iii) *"Total Hours"* means all Hours Paid during a fiscal year for all Group 1 employees, as reported in the Corporation's General Ledger.
  - (iv) *"Total Regular Hours"* means all Hours Paid during a fiscal year for all regular employees in Group 1, as reported in the Corporation's General Ledger.
  - (v) *"Adjustment Rate"* means all paid hours of Sick Leave, Injury on Duty and Special Leave and all hours of leave without pay, for Sick Leave, Absent without leave, and Others for regular employees in Group 1 as reported in the Corporation's General Ledger, expressed as a percentage

of Total Regular Hours for a fiscal year.

(vi) "Adjustment Factor" means the percentage resulting from subtracting the base Adjustment Rate of 8.57% from the Adjustment Rate for the evaluated fiscal year.

(b) The Corporation undertakes to attain a national ratio of 76% for fiscal year 2000-2001.

(c) The Corporation undertakes to attain a national ratio of 77% for fiscal year 2001-**2002.**

(d) The Corporation undertakes to attain a national ratio of 78% for fiscal year 2002-2003 and maintain thereafter this same national ratio for subsequent fiscal years.

(e) The national ratio for a fiscal year will be determined by the following formula:

Full-time Hours  
Total Hours - (Adjustment Factor x Total regular hours)

2. **Information and corrective measures**

(a) The Corporation shall transmit to the Union within twenty (20) working days from the last day of each of the periods of a fiscal year, a report showing for the period and for year-to-date:

(i) the Full-Time Hours;

(ii) Total Hours;

- (iii)** Total Regular Hours; and,
- (iv)** the Adjustment Rate with its supporting data described in sub-paragraph 1 (a) (v) of this appendix.

**(b)** The Corporation further agrees to provide for each period a report showing, for the period and for year-to-date, the following information:

- (i)** straight time hours paid to regular full-time employees;
- (ii)** overtime hours paid to regular full-time employees;
- (iii)** hours paid to part-time employees;
- (iv)** hours paid to temporary employees.

This information shall be provided for:

- (v)** each of the major postal installations;
- (vi)** the retail organization broken down by region;
- (vii)** all other employees of Group 1 not covered by the report in sub-paragraphs 2 (b)(v) and 2 (b)(vi) broken down by region.

**(c)** At any time during the fiscal year and at the request of either party, the parties shall hold national consultation to review period reports and year-to-date.

(d) If, at the end of the fiscal year, the ratio has not been attained, the Corporation undertakes to create an equivalent number of regular full-time positions using the following approach:

- (i) The applicable targeted ratio defined in either paragraph 1 (b), (c) or (d) minus the actual result of the ratio at the end of that fiscal year.
- (ii) The result of sub-paragraph 2 (d)(i) multiplied by the denominator for the fiscal year following the adjustment contemplated in the formula at paragraph 1 (e), if applicable.
- (iii) The result of sub-paragraph 2 (d)(ii) multiplied by a blended productivity factor of 120%.
- (iv) The result of sub-paragraph 2 (d)(iii) divided by a person-year equivalent **or 2,087.04.**

The Corporation undertakes to create this equivalent number of regular full-time positions and initiate the staffing process within ninety (90) days of the publication of the last period reports.

(e) For greater certainty, there shall be no retroactive measures associated with the creation of additional regular full-time positions in paragraph 2(d), provided they are created and the staffing process initiated within the ninety (90) day period.

- (f) Notwithstanding clause 9.99, the general powers of the Arbitrator in relation to any alleged violation of the Corporation's undertakings found in paragraph 1 (b), (c) or (d) of this appendix shall be limited to the granting of the redress under paragraph 2(d) and shall comply with paragraph 2(e) of this appendix.
- (g) Insofar as the ratio provided for in this appendix is adhered to, the Corporation shall be deemed to have abided by the provisions of clauses 39.02 and 39.03 of the collective agreement.
- (h) At any time during the fiscal year and at the request of either party, the parties shall hold local consultation to ensure that the commitment found in clause 39.06 is respected.
- (i) It is agreed that the total number of part-time positions in post offices grades 7 and 8 shall not exceed 1000.
- (i) Furthermore, after the obligation mentioned in paragraph 1 (b) of this appendix has been met, the Union undertakes to settle and to withdraw all current grievances concerning staffing levels, irrespective of where they are in the grievance and arbitration procedure. In the meantime, these grievances will be held in abeyance.

**APPENDIX "Q"**

**THE APPLICATION OF CLAUSE 9.51**

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 clause 9.51 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 clauses 9.59 and 9.81 allow 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 clause 9.81.



**APPENDIX "I?"**

**INTERNATIONAL POSTAL FUND**

1. The parties recognize the desirability of the Union and its members becoming more involved in international union activities.

2. As a result, the Corporation agrees to contribute to an International Postal Fund (the "Fund") established and administered by the Union in accordance with the provisions of this appendix.

3. The Fund shall be used exclusively to allow the Union and its members who are employees of the Corporation to develop and maintain a relationship and exchange with postal workers from other countries and their unions. The Fund shall also be used to facilitate the participation of such Union members in international union activities.

The CUPW agrees that the Fund shall not be used to sponsor activities that may tarnish the image of the Corporation or be detrimental to it.

4. The Corporation agrees to contribute to the Fund in the maximum amount of two hundred thousand dollars (\$200,000) per fiscal year as described below. Fund balances, if any, shall be carried forward into the next fiscal year.

5. The Corporation shall, within sixty (60) days following the completion of the fiscal quarter commencing after the date of signing of the collective agreement, deposit the sum of fifty thousand dollars (\$50,000) into the Fund.

6. Within fifteen (15) days following the end of each subsequent fiscal quarter, the Corporation shall deposit fifty thousand dollars (\$50,000) into the Fund.

7. The Fund balance shall not, at any time, exceed the total amount of two hundred thousand dollars (\$200,000). Should any deposit into the Fund cause it to exceed this amount, that deposit shall be reduced as necessary.

8. Union disbursements from the Fund shall not, in any fiscal year, exceed the total amount of two hundred thousand dollars (\$200,000).

9. The Union shall maintain financial records of monies received by and monies disbursed from the Fund. The Union shall ensure that all financial records and transactions of the Fund are duly audited by a recognized firm of chartered accountants. The Corporation may question the specifics of any expenditure of the Fund and the Union shall ensure that all disbursements from the Fund conform to the provisions of this appendix.

10. Within thirty (30) days of the end of the Fund accounting year, the Union shall provide the Corporation with duly audited financial statements certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund.

11. The Corporation's obligations under this appendix shall terminate in the event that any of its provisions are breached by the Union.

**APPENDIX "S"**

**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 duties. 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"**

**SERVICE EXPANSION AND INNOVATION AND  
CHANGE COMMITTEE**

**I. THE MANDATE**

1.1 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 proposals to expand services. The parties 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.

1.2 The parties also agree that, as provided for in Part VI of this appendix, either party may propose initiatives which will require that some provisions of the collective agreement be temporarily adapted, changed or suspended.

1.3 The Corporation and the Union also recognize that new opportunities may have new or enhanced skills requirements.

1.4 The Corporation and the Union therefore agree to maintain under the new name of Service Expansion and Innovation and Change Committee (the "Committee") the existing Committee and give it the following mandate:

- (a) to identify proposals which will create additional positions;

- (b) to identify Innovation and Change Initiatives, as described in Part VI, aimed at introducing improvements into the operations;
- (c) to support skills enhancement proposals;
- (d) to identify ways of enhancing customer satisfaction, expanding present services and generating new business opportunities;
- (e) to identify growth potential in current functions represented by the bargaining agent;
- (f) to identify proposals of contracting in work currently not performed by employees of the Corporation;
- (g) to identify proposals which will result in service improvement and revenue enhancement;
- (h) to project the number of positions which could be necessary as a result of the proposals identified above;
- (i) to investigate revenue and service implications of proposed job creation endeavours;
- (j)** to describe, establish and monitor pilot projects which will test the viability of the proposals identified above and the quality of service enhancement and confirm or modify the number of positions which are necessary for such projects;
- (k) to evaluate the pilot projects to determine whether the projects can continue on a self-sustaining basis or otherwise. In order to do

this, the Committee, at the request of any member, shall select an independent evaluator who shall evaluate the above pilot projects to determine whether the positions associated with the projects identified and tested could be advantageously maintained, i.e. that they would generate sufficient additional revenue to cover the costs of the positions, including total labour costs and any net additional costs, or if they could otherwise be beneficial to the employees and to the Corporation.

**II. BARGAINING UNIT WORK**

**2.1** Because it is the intention of the Corporation to have its employees perform as much of the work as possible, the Committee is mandated to deal with the question of having work usually done by the employees of the bargaining unit given outside. This mandate will be carried out as follows:

- (a) 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 ninety (90) calendar days prior to the proposed implementation date.
- (b) The Corporation agrees that the representatives of the Union 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, subject to clauses 5.5, 5.6, 5.7, 5.8 and 5.9 of part V hereinafter.

- (c) The representatives of the Union will have the opportunity, after having received all relevant information from the Corporation, to present submissions and make representations in support of retaining the work within the bargaining unit.
- (d) The Service Expansion and Innovation and Change Committee is mandated to evaluate the proposals of the Corporation, as well as the submissions and representations of the Union, and to make the recommendations to the Corporation that it deems appropriate in the circumstances, taking into account the commercial and financial viability of said proposals, submissions and representations.

**III. SKILLS ENHANCEMENT**

**3.1** In order to support skills enhancement proposals which will assist employees to benefit from opportunities within the existing mix of jobs in the bargaining unit and from those opportunities which result from new projects and to aid in the development of these skills, the Committee will have the mandate to review skills requirements and assist in the development of programs to ensure that these requirements are met.

**3.2** The Committee shall be further mandated:

- (a) to investigate 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;

- (b) to investigate skills required for the performance of work which comes into the bargaining unit as a result of business opportunities or any change within the Corporation;
- (c) to identify the skills requirements associated with the projects described in clause 1.4 above, and determine the means by which they can be met;
- (d) to investigate co-operative opportunities including, but not limited to, government funding/training programs, community-based co-operative efforts with other employers;
- (e) to ensure that skills enhancement programs are made available to employees who may wish to benefit from the new opportunities associated with this program.

**3.3** The Committee shall also investigate general skills, including but not limited to, literacy, completion of secondary school certification, post-secondary education, computer skills, etc.

**IV. ESTABLISHMENT OF THE SERVICE EXPANSION AND INNOVATION AND CHANGE COMMITTEE**

**4.1** The Committee shall consist of a Steering Committee and a Working Committee.



**4.2** The Steering Committee shall be composed of three (3) representatives appointed by each party and an independent advisor.

**4.3** The Corporation agrees that one (1) of the members of the Steering Committee will be a representative from Senior Management. The Union agrees that one (1) of the members of the Steering Committee will be a Senior Union Representative. The parties also agree that these Senior Representatives will actively participate in the work of the Committee.

**4.4** Each party can replace an appointed member at any time.

**4.5** The independent advisor already selected by the parties shall remain in place until replaced. His or her role is to assist the Steering Committee and act as its chairperson with a right to vote on all proposals that are within the mandate of the Committee.

**4.6** If the independent advisor is to be replaced and there is no agreement between the parties on the choice of a person, each party will designate within five (5) days an independent counsel who shall agree with the counsel appointed by the other party to designate the advisor within ten (10) days.

**4.7** The Working Committee shall be composed of two (2) representatives from each party. These four (4) representatives shall be paid from the fund established herein, to a maximum of sixty thousand dollars (\$60,000) per annum per representative. If the Union representatives require Union leave, it shall be provided.

**4.8** Each party can replace an appointed member at any time.

**4.9** The Working Committee shall be dedicated, on a full-time basis, to carry out the mandates given to it by the Steering Committee.

**4.10** The Steering and Working Committees will determine their own rules of proceedings.

**4.11** Unless otherwise specified in this appendix, all decisions shall be taken on the basis of a consensus.

(a) If a consensus cannot be reached on the Steering Committee, the decision will be taken by a simple majority vote.

(b) If a consensus cannot be reached on the Working Committee, the matter will be referred to the Steering Committee for a decision.

**4.12** Unless otherwise specified in this appendix and notwithstanding the provisions of clause 4.11 above, either party may, providing there is unanimity among the party's representatives, refer a mandate to the Working Committee. However, the Working Committee shall not, at any one time, have more than three (3) mandates that are referred to it by only one party's representatives. This does not limit the Steering Committee's ability to refer mandates to the Working Committee by a simple majority vote.

**4.13** The Steering and Working Committees shall meet as frequently as each deems necessary to fulfil their mandates, but at least twice a month.

**4.14** The Senior Representatives of each party on the Steering Committee may elect to convene a teleconference, as required, with the Chairperson and any members of either committee, to resolve problems experienced by the Working Committee in carrying out its mandates.

V. **WORK OF THE SERVICE EXPANSION  
AND INNOVATION AND CHANGE  
COMMITTEE**

5.1 Unless otherwise specified in this appendix, in the fulfillment of its mandates as described in part I hereinabove, the Steering Committee shall have the ability to establish pilot projects, provide seed money and fund positions during the period, using the budget set out below. It is also agreed that positions associated with pilot projects 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.

5.2 The Steering Committee shall:

- (a) receive monies from the Corporation as described herein and deposit these monies in the 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 Steering Committee;
- (d) prepare periodic reports which display and monitor the Working Committee's activities and make these reports available to the Corporation and the Union;

- (e) ensure that all disbursements conform to both the policies laid out in this agreement and the specific policies and procedures which will be developed by the Steering Committee;
- (f) perform any other functions that the Steering Committee deems appropriate to fulfil its mandate.
- (g) The Steering Committee shall not be empowered to create debts or liabilities or contingent liabilities which carry beyond the end of the first quarter following the expiration of the collective agreement, and the amount incurred in any one fiscal year shall not exceed five hundred thousand dollars (\$500,000).

5.3 The Working Committee shall:

- (a) carry out the mandates it receives from the Steering Committee;
- (b) report to the Steering Committee its recommendations on its mandates;
- (c) have recourse to all necessary resources to carry out its mandates; in addition, each party may unilaterally use up to a maximum of one hundred thousand dollars (\$100,000) per year on Appendix "T" related work;
- (d) devote all the time necessary to fulfil such mandates.

5.4 The Steering and Working Committees 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 Committees.

5.5 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 not to disclose any information or proposal 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, including information requested under clause 5.4.

5.6 Similarly, when requested by the Union the representatives of the Corporation on behalf of the Corporation will also enter into an undertaking to keep confidential any information or proposal received from the Union.

5.7 The Steering Committee will agree upon a designated arbitrator who for the life of the collective agreement will be available to:

- (a) rule on the relevancy of information requests, including those mentioned in clause 2.1 (b) of part II above, or the requests for a confidentiality undertaking pursuant to clauses 5.5 and 5.6 above;
- (b)** extend the time under clause 2.1 (a) of part II above by up to a maximum of thirty (30) calendar days under exceptional circumstances;
- (c) decide forthwith upon any matter concerning such requests for information or confidentiality.

**5.8** The jurisdiction of the designated arbitrator is strictly limited to rulings on the relevancy of the information requested, on requests for confidentiality and on any complaints that an undertaking of confidentiality given under clauses 5.5 and 5.6 has been breached and to grant accordingly any remedy or compensation that he or she deems appropriate.

**5.9** 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.

**5.10** The fees and expenses of the arbitrator mentioned above shall be paid out of the fund.

## **VI. INNOVATION AND CHANGE INITIATIVES**

**6.1** The parties recognize that they can approve initiatives that require the carrying out of pilot projects. These initiatives will require that some provisions of the collective agreement be adapted, changed or suspended for the duration of the pilot project. These initiatives may be implemented only after the conditions within clauses 6.2 and 6.3 below have been met and therefore clauses 4.11 and 4.12 of Part IV do not apply. As a result, the parties agree to the following provisions.

**6.2** Either party may propose an initiative to the Steering Committee. Each such initiative is studied as soon as possible and the Steering Committee identifies the provisions of the collective agreement that require adaptation, changes or suspension. It also determines the duration of the pilot project and the extent to which corporate initiatives will be funded. It is understood that the Committee will fund all evaluations requested by the Union of Corporate initiatives.

6.3 The Corporation and the Union may then agree to adapt, change or suspend provisions of the collective agreement and such an agreement is only valid for the duration of the pilot project agreed to between the parties; this agreement shall form an integral part of the collective agreement for the duration of the pilot project.

6.4 When the pilot project ends, the agreement shall automatically end, unless the Union and the Corporation agree to extend the project and the agreement for a specified period.

6.5 Once the results of the pilot project have been reviewed by the Committee, the Corporation and the Union may agree to make permanent changes to the provisions of the collective agreement to ensure the final implementation of the initiative.

**VII. THE SERVICE EXPANSION AND INNOVATION AND CHANGE FUND**

7.1 The Corporation agrees to contribute to a Service Expansion and Innovation and Change fund (the "fund") to be used in accordance with the mandates described in part I hereinabove and administered by the Steering Committee set out in parts IV and V hereinabove.

7.2 An account 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 Steering 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 Steering Committee.

7.3 Any residual amounts in the fund established under the collective agreement expiring on

July 31, 1997, will be transferred into the new fund established herein.

7.4 The Corporation shall, within fifteen (15) days after each quarter-end, commencing with the quarter ending in September 1997, deposit an amount of seven hundred and fifty thousand dollars (\$750,000).

7.5 At no time shall the fund balance exceed six million dollars (\$6,000,000). Should a quarterly payment under clause 7.4 cause the fund to exceed six million dollars (\$6,000,000), then that payment shall be reduced so that the payment plus the fund balance prior to the payment shall not exceed six million dollars (\$6,000,000). 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 mandates of the fund, then all or a portion of the funds withheld shall be paid so that the fund balance is reinstated to a maximum of six million dollars (\$6,000,000). After sixty (60) days, the amount of the funds withheld shall no longer be available.

7.6 All interest income shall accrue to the fund.

7.7 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.

7.6 This agreement shall continue for the life of the collective agreement. If the agreement is not renewed, all contributions under clause 7.4 above will cease but funds unspent will continue to be managed by the Steering Committee, according to the mandates described herein, until the end of the first quarter following the expiration of the collective agreement, at which time any unspent funds (minus any outstanding liabilities) shall be returned to the Corporation and the Committees shall cease to function.



**APPENDIX "U"**

**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 hour paid to all regular part-time and full-time employees and temporary employees during each quarter of the Corporation's fiscal year.

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. 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.

**APPENDIX "V"(1)**

**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 1 st, 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 paragraph 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 paragraph (b) above, an existing standard shall only be modified when an adjustment of a minimum of plus or minus five percent (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.

2.6 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)**

**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)**

**OVER-ASSESSED ROUTES**

1. The Corporation agrees to a payment system for letter carrier routes assessed in excess of four hundred and eighty (480) minutes.
2. Straight time payment will commence only when the over-assessed route is triggered at four hundred and eight-five (485) minutes or above.
3. The employee who is the regular employee on the route, or the employee who is on the 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 route will dettrigger when the over-assessment falls below four hundred and eighty-five (485) minutes.

**5. Payment**

The incumbent of the route will be paid retroactively, either six (6) months or the length of time on the route, whichever is less for full minutes that the 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 route must be on the route when the over-assessed route is triggered.

Note: When the one-half (1/2) hour paid lunch is structured into an individual 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"**

Ms. Lynn Bue  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank St.  
Ottawa ON K2P 1Y3

**RE: PILOT PROJECT ON CENTRALIZED  
RELIEF POOLS FOR GROUP 1**

---

Pursuant to our discussions during the negotiations of the collective agreement, and following the implementation in September 1997 of a pilot project on a centralized relief pool for group 1 at the St-Laurent MPP, the parties have agreed that another pilot project would be established during the life of the collective agreement so as to assess the practicability of centralized relief pools.

The parties have agreed that the location for this pilot project will be the Winnipeg plant.

Therefore, the parties will meet and consult nationally within sixty (60) calendar days of the signing of the collective agreement to determine the parameters and the time frame of the pilot project.

Following the completion of the pilot project the parties will meet to evaluate the pilot project and, if deemed appropriate, will consult at the national level to seek to agree on the further implementation of centralized relief pools.

Should the parties agree that another pilot project be required during the life of the collective agreement, such pilot project will be agreed upon and conducted in its entirety under the auspices of Appendix "T" of the collective agreement.

A handwritten signature in black ink, appearing to read 'C. Joynt', written in a cursive style.

C. Anne Joynt  
Senior Vice President  
Human Resources

**APPENDIX "X"**

**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 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"**

**VOLUME ELECTRONIC MAIL PRODUCTION**

The parties recognize that the recent addition of new printers and inserters in the Volume Electronic Mail (VEM) sites across the country should enable CPC to grow a commercially and financially viable business and to better respond to current market requirements.

As a result, the Corporation confirms that it is able to renew its commitment to retain inside the printing and insertion of VEM.

In consideration of the Corporation retaining this work in the bargaining unit and given its specialized nature, it is understood that:

- (i) VEM production sites will be separate sections in the plants, and will not be opened for annual bidding in accordance with clause 13.37; and that,
- (ii) the Corporation has the ability to turn to external service providers (outside contractor) if temporary over-capacity situations arise.

It is understood that the provisions of Appendix "T" do not apply to the situations described in paragraph (ii) above.

However, the Corporation agrees to provide to the Union, on a quarterly basis, a report showing the number of impression and mail pieces that were outsourced during that period.

**APPENDIX "z"**

**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.

**APPENDIX "AA"**

**COLLECTION AND DELIVERY  
OPERATING MODEL**

**OBJECTIVES**

**1.** The parties agree to work together, in accordance with the terms and conditions set out in this appendix, to review the collection and delivery systems currently in place and develop a new collection and delivery operating model designed to address the needs of the employees, the Corporation and the customers. The parties acknowledge that this review and development process will necessarily involve the discussion of a number of Group 2 issues previously raised by either the Union or the Corporation in negotiations and other discussions. The parties recognize that the review of existing systems and the development of a new model and the negotiation of relevant working conditions constitute a complex and extensive task and agree that they will give their best efforts so that it be completed within the time periods referred to herein.

**2.** The parties will work together promptly, reasonably and in good faith, in order to achieve the objectives of this appendix.

**3.** Nothing in this appendix prevents the Corporation from making collection and delivery changes that are not otherwise contrary to the collective agreement, or from otherwise exercising its rights and responsibilities as management.

**PART I - PROCESS OF DEVELOPMENT**

4. The review of existing systems and the development and testing of a new model and the negotiations on relevant terms and conditions of employment will be in accordance with the following time periods:

- (a) Review, development and testing to commence February 17, 2000, and to be completed by February 16,
- (B) Negotiations on the terms and conditions of employment, including all necessary amendments to the collective agreement, to be completed by April 20, all agreements to take effect no later than April 21 ,

5. The parties shall devote the personnel and resources necessary in order to carry out the objectives of this appendix. To this end, the parties shall establish a Collection and Delivery Development Committee (the "Committee").

The Committee shall consist of a Steering Committee and a Working Committee. Each committee shall determine its own rules of procedure.

6. The Steering Committee shall:
- (a) be composed of two (2) representatives appointed by each party, and an independent advisor. The Corporation agrees to appoint as a member of the Steering Committee at least one person from senior management. The Union agrees to appoint as a member of the Steering Committee at least one senior Union representative. The parties also



agree that the senior representatives will actively participate in the work of the Steering Committee;

- (B) be established prior to February 10, 2000;
- (c) be a national committee based in Ottawa;
- (D) meet no less than bi-weekly, commencing February 17, 2000.

7. Each party can at any time replace a person that it appointed as a member of the Steering Committee.

6. The parties shall also appoint, on mutual consent and before February 17, 2000, an Independent Advisor. The role of the Independent Advisor is to assist the Steering Committee and act as its chairperson. The Independent Advisor may engage the services of technical advisors, other experts or assistants as he or she considers necessary.

9. The Independent Advisor shall work with the Steering Committee and the Working Committee on an as required, priority basis. Where there are matters in dispute between the parties, the Independent Advisor shall endeavour to mediate these matters with a view to bringing about an agreement between the parties.

10. The role of the Steering Committee is to generally direct the Working Committee, including methods and details of review, development and testing. The Steering Committee shall also monitor, review, evaluate and recommend to the Corporation and the Union as necessary.

11. The Working Committee shall:
  - (a) be established prior to February 24, 2000;
  - (B) be composed of four (4) representatives of each party. Members of the Working Committee are assigned on a full-time basis and until its mandate is completed;
  - (c) be a national committee, based in Ottawa;
  - (d) carry out the mandates given to it by the Steering Committee. The Working Committee may, if needed, establish site work groups and direct their activities.
12. Each party can replace at any time a person that it appointed to the Working Committee.
13. All decisions of the Steering Committee and of the Working Committee shall be taken on the basis of a consensus between the representatives of both parties. Matters upon which the Working Committee has failed to achieve consensus, shall be referred to the Steering Committee for resolution.
14. The Committee shall meet at the Corporation's offices, or such other premises provided by the Corporation. The Corporation shall be responsible for the expenses of the Committee, including the salaries and benefits of all members of the Committee who are not full-time representatives of the Union, in accordance with the collective agreement and the Corporation's expense guidelines.
15. The Corporation and the Union shall each bear the expenses of their own experts and assistants.

16. The Union may unilaterally submit to the Steering Committee, expenses to a maximum of one hundred thousand dollars (\$1 00,000.00), provided such expenses are directly related to activities under this appendix.

17. The Corporation shall be responsible for the fees and expenses of the Independent Advisor and any technical advisors, other experts or assistants appointed by the Independent Advisor.

16. The provisions of paragraphs 4.14, 52(b), (c), (d), (e) and 5.4 to 5.10 of Appendix "T" (signed by the parties on July 21 and 22, 1997) of this collective agreement shall apply to the work of the Steering Committee and the Working Committee, with the necessary changes.

## **PART II - ADAPTATIONS TO THE COLLECTIVE AGREEMENT**

19. The parties agree that, as a result of the review of the existing collection and delivery systems, changes to the collective agreement may be required. They also agree that a new collection and delivery model may also require changes to the collective agreement. The parties' representatives on the Steering Committee are therefore mandated to conduct negotiations in order to reach agreement respecting such necessary changes, The Steering Committee may delegate to the Working Committee all or part of its responsibilities in this respect.

Any agreement reached within the Committee shall be submitted for the approval of both parties.

20. It is specifically understood that the issues on which negotiations may take place under this Part are any issues concerning Group 2 employees, which either party may wish to submit.

For greater certainty, it is understood that the introduction of a classification known as "hybrid" (that includes both Group 1 and 2 functions) may be negotiated between the parties.

**21.** The parties recognize that the conduct of a pilot project or the testing of component(s) of a new model may require that provisions of the collective agreement be temporarily adapted, changed or suspended. Accordingly, the parties agree as follows:

- (a) The Committee will identify those provisions of the collective agreement that require adaptation, change or suspension; it will also determine the duration of the pilot project or the testing phase;
- (b) The parties may then agree to adapt, change or suspend provisions of the collective agreement, as may be necessary to give full effect to the pilot project or the testing phase, and such an agreement is valid only for the duration of the pilot project or of the testing phase; this agreement shall form an integral part of the collective agreement for the duration of the pilot project or the testing phase;
- (c) When the pilot project or the testing phase ends, the agreement shall automatically end, unless the parties agree to extend the pilot project or the testing phase and the agreement for a specified period;
- (D) Once the Committee has reviewed the results of the pilot project or the testing phase, the parties may agree to immediately make permanent changes to the provisions of the collective agreement to ensure the final implementation of the initiative.

**PART III - GENERAL**

22. The time limits set out in this appendix may be modified by agreement of the parties.

23. It is understood that this appendix shall terminate on April 20, 2001.

**APPENDIX "BB"**

Ms. Lynn Bue  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**SUBJECT: Delivery Conversions - 150 Full-time  
Equivalent Positions**

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Ms. Bue:

The Corporation will extend letter carrier delivery to areas which, on the effective date of this collective agreement:

- (i) exist within existing letter carrier delivery boundaries; and
- (ii) where such conversion would be appropriate as determined by the Corporation.

It is understood that the mode of delivery service applicable to converted areas will continue to be at the discretion of the Corporation and that the total number of conversions will be one hundred and fifty (150) full-time equivalent positions. The Corporation commits to complete such conversions not later than March 30, 2001,

The parties agree that the aforementioned will have no impact on, or be impacted by, the provisions of Appendix "E".



C. Anne Joynt  
Senior Vice-President  
Human Resources

**APPENDIX "CC"**

Ms. Lynn Bue  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

Ms. Bue:

The Corporation is prepared to agree to the following with respect to the Letter Carrier Route Measurement System (LCRMS) and the Mail Service Courier Work Structuring System (MSCWSS) manuals:

**Part 1      Changes to the LCRMS and MSCWSS manuals**

1.            Where the Corporation is considering making a change to the LCRMS or the MSCWSS manuals and this change may impact on the employees' workload, it shall inform the Union in writing.

2.            The Union may propose that changes be made to the LCRMS or the MSCWSS manuals where these changes are justified because of:

- a)            the introduction by the Corporation of new work methods, or changes in existing work methods, which impact on the employees' workload;
- b)            the introduction by the Corporation of a new product or service, which impacts on the employees' workload.

In these situations, the Union shall notify the Corporation in writing.

Paragraph 12 (a), (b), (c) and (d) shall not apply.

**3.** The notices referred to in paragraphs 1 and 2 will contain the following information, where appropriate:

- (a) a description of the proposed changes to the LCRMS or MSCWSS manuals identifying, as the case may be, the chapters and paragraphs of the manual(s) affected;
- b ) the reason for the changes.

**4.** If the parties agree to the changes proposed in the notices under paragraphs 1 and 2, the changes may be implemented immediately.

If there is no agreement following a maximum consultation period of thirty (30) calendar days, the matter may be referred by either party to an arbitrator in accordance with Part 3.

**Part 2      New Products or Services**

**5.** The Corporation may introduce a new product or service before the changes to the LCRMS or MSCWSS manuals are established permanently, provided that:

- (a) the Union has received a prior notice of a minimum of thirty (30) calendar days;
- (b) reasonable interim changes to the LCRMS or MSCWSS manuals have been agreed upon or determined by the Corporation and are actually used in the implementation of the new product or service.



6. If the new product or service is maintained, a notice under paragraph 1 must be given within six (6) months of the notice described in paragraph 5. The permanent change to the LCRMS or MSCWSS manuals shall be established in accordance with the provisions of Part 1 as applicable.

**Part 3 Arbitration**

7. If no agreement is reached at the expiry of the time limits mentioned in paragraph 4, the dispute may be referred to arbitration by either party by written notice to the arbitrator and to the other party.

6. Subject to paragraph 13(c), the arbitrator shall be chosen in rotation from the list established pursuant to paragraph 19, provided that the arbitrator is available to hear the parties and render a decision within the time limits provided in this letter.

9. The arbitrator shall hear the parties as soon as possible.

In order to assist the arbitrator in rendering his or her decision as soon as possible, the parties and their counsel or representatives shall make themselves available at any time the arbitrator deems necessary.

10. The arbitrator must hear the case thoroughly before rendering a decision on a preliminary objection unless he or she can dispose of this objection at once.

11. The burden of proof shall rest with the party proposing the change.

12. An arbitrator seized of a dispute pertaining to the issues covered by Part 1 shall determine if the proposed changes are justified. If the change is for one

or more of the reasons set out in (a) to (d) below, it shall be deemed justified:

- (a) When a new work method is introduced or when a change in work methods has occurred or is being considered;
- (b) when an error or omission has been made in regards to the LCRMS or the MSCWSS manuals;
- (c) when a new product or service is introduced:
- (d) when another more accurate or equally accurate and more efficient means of measuring the workload is introduced and it is fair and equitable based on the average experienced employee actually performing the work in the manner prescribed by the Corporation.

Where the proposed change is for reasons other than those set out in points (a) to (d) above, the arbitrator will determine if the change is justified.

- 13. (a)** The arbitrator shall then, in accordance with generally accepted industrial engineering practices for work study and production planning, determine if the proposed changes to the manuals will allow the workload of an average experienced employee working at a normal pace and actually performing the work, in the manner prescribed by the Corporation, to be correctly established.

- (b) If the arbitrator determines that the proposed changes will not allow the workload to be correctly established, he or she shall determine the appropriate changes to be made to the manuals. The arbitrator shall make such determination in accordance with generally accepted industrial engineering practices for work study and production planning.
- (c) The Corporation may, prior to or immediately following a decision of the arbitrator:
- withdraw or modify a Corporation proposed change to the manuals;
  - withdraw the new work method or the change to an existing work method;
  - modify the new work method or the change to an existing work method:
  - withdraw the introduction of a new product or service or modify such product or service.

In case of a withdrawal by the Corporation, resulting in a situation in which there is no longer an impact on the employees' workload, the arbitrator shall be without jurisdiction to continue. If, however, a decision has already been rendered it shall be advisory only, the Corporation shall be under no obligation to implement it and the Union shall take no steps to enforce it.

In the case of a modification by the Corporation, that results in a situation where there are still impacts on the employees'

workload, the arbitrator shall continue to hear the case on the basis of the new situation resulting from the Corporation's decision. If a decision has already been reached, any dispute concerning a change to the manuals resulting from the decision of the Corporation, shall be referred to the same arbitrator.

The Union may also, prior to the decision of the arbitrator, withdraw or modify a Union's proposed change to the manuals. In the event of a withdrawal, the arbitrator shall be without jurisdiction to continue.

**14.** The arbitrator shall decide the questions under paragraphs 12 and 13 at the same time.

**15.** In the case of a new product or service, the arbitrator may remain seized of the dispute and postpone his/her decision to a subsequent date. This will permit the arbitrator to obtain additional evidence, if he/she believes that he/she does not have enough information to decide on a change to the LCRMS or the MSCWSS manuals.

**16.** An arbitrator seized of a dispute under this letter does not have the jurisdiction to render a decision on the deletion, addition or modification of duties or how the duties are performed.

**17.** The arbitrator shall render a final decision within ninety (90) calendar days of the referral to arbitration. To this end, the arbitrator has full liberty to order the parties to proceed with arbitration hearings at any time she or he deems necessary.

**16.** The Corporation and the Union shall share equally the fees and expenses of the arbitrator.

**Part 4      General**

19.            Within thirty (30) calendar days of the signing of the collective agreement, the parties shall consult to establish a list of three (3) arbitrators who shall be knowledgeable and qualified in the field of work study and production planning techniques. If the parties are unable to agree, the arbitrators shall be selected by the Chairperson of the Canada Industrial Relations Board.

20.            This letter shall not prevent the Corporation from implementing route restructures.

21.            For the period commencing February 17, 2000 and ending on February 16, 2001, and with the exception of those routes for which the Corporation implements route restructures, the parties agree to place in abeyance the implementation of paragraph 4 of the memorandum of agreement on grievance NOO-95-00030, and all arbitration and other awards, or memoranda of agreement, which may require the Corporation to undertake route restructures.

22.            This letter will remain in effect from February 17, 2000 to January 31, 2003.



C. Anne Joynt  
Senior Vice President  
Human Resources

**APPENDIX "DD"**

**LUMP SUM PAYMENT**

Within thirty (30) days following August 1, 2000, employees on strength as of that date (excluding employees receiving total disability insurance benefits and employees temporarily struck off strength for reasons other than maternity, parental and adoption leave) will receive lump sum payments in the following amounts:

- (a) full-time regular employees: one thousand dollars (\$1000);
- (b) part-time regular employees and temporary employees: two point seven per cent (2.7%) of the annualized earnings earned in the thirteen (13) complete pay periods preceding August 1, 2000, excluding any period an employee was temporarily struck off strength for reasons of maternity, parental or adoption leave or annual leave without pay.

**APPENDIX "EE"**

Ms. Lynn Bue  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
Ottawa ON K2P 1Y3

**RE: VES WORK CENTRES**

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Ms. Bue:

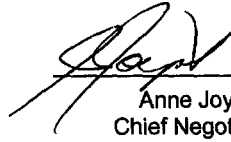
This is to confirm that the Corporation will not create a separate section made up of the VES work centre unless the parties agree otherwise.



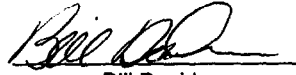
C. Anne Joynt  
Senior Vice President  
Human Resources

Canada Post Corporation

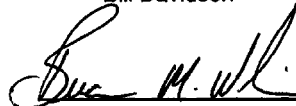
The Canadian Union of  
Postal Workers

  
Anne Joynt  
Chief Negotiator

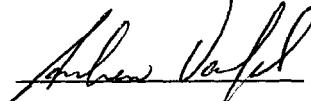
  
Lynn Bue  
Chief Negotiator

  
Bill Davidson

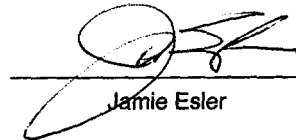
  
Sylvain Lapointe

  
Brian M. Wilson

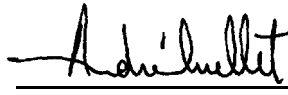
  
Donald Lafleur


  
Andrew Varjas

  
Cathy Kennedy

  
Jamie Esler

SIGNED AT OTTAWA, this 28 day of the month of  
February 2000

  
The Honourable  
André Ouellet  
President

  
Dale Clark  
President