

# **Collective Agreement**

Between



And



## **Teamsters Local 927**

**Addendum for Clerical Employees in the  
Moncton Admin. Centre**

**Expiry: December 31, 2017**

**10280 (06)**

## TABLE OF CONTENTS

Article 1	-	Preamble	1
Article 2	-	Recognition	1
Article 3	-	Management Rights	1
Article 4	-	Continuity of Operations	2
Article 5	-	General Provisions	3
Article 6	-	Union Security	5
Article 7	-	Union Representation	7
Article 8	-	Grievance Procedure	9
Article 9	-	Arbitration	12
Article 10	-	Disciplinary Measures	13
Article 11	-	Seniority	15
Article 12	-	Probationary Period	16
Article 13	-	Job Postings	17
Article 14	-	Temporary Vacancies	20
Article 15	-	Lay-Off and Recall	20
Article 16	-	Hours of Work	22
Article 17	-	Overtime	23
Article 18	-	General Holidays	26
Article 19	-	Vacation	28
Article 20	-	Special Leaves	35
Article 21	-	Payment of Wages	37
Article 22	-	Health and Safety	38
Article 23	-	Benefits Program	39
Article 24	-	Personal Days	41
Article 25	-	Printed Contracts	43
Article 26	-	Purchase - Merger	43
Article 27	-	Duration and Renewal	43
Appendix "A"		Wages	45
Appendix "B"		Casual/Temporary Employees	47
Appendix "C"		Letters of Understanding	49
LOU No. 1-		Team Leaders	50
LOU No. 2-		Christmas Bonus	51
LOU No. 3-		Ergonomics	54
LOU No. 4-		Productivity	55
LOU No. 5-		Comparable Work Schedule	57
LOU No. 6-		Suspensions	59
LOU No. 7-		Development Opportunities	60
LOU No. 8-		Retirement Allowance	61

## **Article 1. PREAMBLE**

- 1.01 The purpose of the present Collective Agreement is to establish orderly relations between the parties, to set wage rates, hours of work and other working conditions for the employees covered by this Collective Agreement, as well as to promote excellent relations and a climate of cooperation between the Company and its employees represented by the Union. The parties also recognize that they must focus on cooperation and mutual interests in order to maximize the potential for success in a highly competitive industry.

## **Article 2. RECOGNITION**

- 2.01 Certification and Recognition  
The Company recognizes the Union as the sole bargaining agent for: all Customer Administration Centre office and clerical employees of Purolator Inc.. at 140 Champlain Strees, Suite #200B, in the City of Dieppe, Province of New Brunswick, and any administrative employee designated as a Home Agent and working from their home address, excluding supervisors and persons above the rank of supervisor, computer technical employees, administrative assistant, human resources secretary and representatives, sales staff, building maintenance and janitorial employees, casual and temporary employees and any employees covered by a subsisting Collective Agreement as listed in certification order #555-3862 issued in Ottawa, March 3rd, 1995.

## **Article 3. MANAGEMENT RIGHTS**

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

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

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

In the exercise of its management rights, the Company shall not act in a discriminatory manner or inconsistently with the provisions of the present Collective Agreement and the paragraphs above shall not deprive employees or the Union of the right to have recourse to the grievance and arbitration procedure provided for in the present Collective Agreement.

#### **Article 4. CONTINUITY OF OPERATIONS**

##### 4.01 Strike - Lock-out

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

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

##### 4.02 Picket Lines

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

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

- b) However, the right recognized in paragraph (a) of the present clause does not apply in the event a picket line is established by persons or employees not covered by the present Collective Agreement in front of any depot, terminal, centre, establishment or other location of Purolator Inc.. In such a case, the employees covered by the present Collective Agreement must perform their normal functions unless there is an imminent danger to their safety, in which case they will advise the Company of this danger and the Company will take all reasonable action to ensure the safety of the employees.

## **Article 5. GENERAL PROVISIONS**

### 5.01 Regulations and Policies

- a) The Company has the exclusive right to make, modify and implement regulations, policies and procedures to be observed by the employees; such regulations, policies and procedures must not be inconsistent with the provisions of the present Collective Agreement. Furthermore, where in the present Collective Agreement it is provided that a policy is maintained and wages, such policy and wages remain in force and may not be modified by the Company for the duration of the present Collective Agreement;
- b) The Union Business Agent/Chief Steward will be advised, in writing, of any new regulations or policies or modifications thereof, at least seven (7) days in advance of the implementation date. The Company is committed to take the necessary measures available to it to advise the employees of any such new or modified regulation or policy, including potentially distributing written notices with the employees' pay cheques. A notice will also be posted on the employee bulletin board.

### 5.02 Discrimination

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

5.03 Gender-Sex

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

5.04 Nullity

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

5.05 Headings and Sub-Headings

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

5.06 Bargaining Unit Work

The Company agrees that the function of managers is the management of employees. The work of managers will not include assignments to work normally performed by employees in the bargaining unit except for the purpose of training and demonstration or to prevent service failures. Non-bargaining unit employees will not perform bargaining unit work until after all reasonable efforts have been made to have the work covered by qualified bargaining unit employees.

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

5.07 Access to Personal File

- a) Upon request of an employee, at reasonable intervals, the personal file of that employee shall be made available for her examination, within two (2) working days following the request, in the presence of an authorized representative of the Company. The two (2) working days may be extended by the Company in order to process multiple requests.
- b) The Union and the Company recognize the importance of ensuring the confidentiality of employee medical information. This information will be utilized to determine an employee's ability or inability to perform work duties, for attendance management, for Company related benefit plans/medical insurers, and for the Workers Compensation Board.

#### **Article 6. UNION SECURITY**

- 6.01 Maintenance of Membership  
Within 30 days of the ratification of the present Collective Agreement all current employees covered by the bargaining certificate shall become members of the Union, and shall thereafter maintain their membership for the duration of the present Collective Agreement as a condition of continued employment.
- 6.02 Union Membership  
Any employee hired after the signing of the present Collective Agreement must, as a condition of employment, become a member of the Union within thirty (30) calendar days after the date of hiring.
- 6.03 Union Dues  
The Company agrees, for the duration of this Agreement, to deduct Union dues in an amount and in a manner as directed by the Local Union from each employee under the scope of this Agreement, and to remit such monies, so deducted, to the Head Office of the Local Union, along with a list of the employees from whom the monies were

deducted, not later than the fifteen (15<sup>th</sup>) day of the following month. The check-off list will include social insurance numbers and names.

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

6.04 Arrears

The Union will notify the Company in writing of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

6.05 Authorization Forms

The Union will supply the Company with Check-off Authorization Forms, which shall be signed by all new employees on the date of hire. The Company will forward all completed Application for Membership Forms to the Union. All forms shall be returned to the Union within thirty (30) calendar days from the date of hire.

6.06 Remittance of Dues

The check-off and cheque for the Union dues deducted must be in the office of the Local Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the monies were deducted.



6.07 Probationary Employees

The deduction of Union dues shall be made from every employee including, but not limited to probationary employees. In the event that an employee leaves or is terminated the Company will deduct any union dues so owing from her final pay cheque.

6.08 Tax Forms

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

**Article 7. UNION REPRESENTATION**

7.01 Bulletin Board

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

7.02 Negotiation Committee

In the four months preceding the expiration of the Collective Agreement, the parties agree to determine the number of employees to be allowed to absent themselves from their work, without loss of salary and benefits, for the negotiation sessions with the Company for the purpose of renewing the present Collective Agreement, until the right to strike or lock out has been obtained. Such payment of salary will continue to be effected on the condition, however, that the said bargaining sessions take place during the regular scheduled shifts of work for the said employees.

7.03 Shop Stewards

The Union may appoint one (1) Chief Steward, three (3) stewards and two (2) alternates. The stewards are considered "stewards at large" and are not specifically designated to represent any sub-group of employees. The

appointment of more stewards requires the consent of both the Company and the Union. Shop stewards may inquire about any grievance originating from their establishment and assist any employee who wishes to make one.

However, a steward must, prior to leaving her position of work, obtain the authorization of her supervisor which shall not be unduly refused. The supervisor will authorize the period of time during which the shop steward may be absent from her work to inquire about the grievance. The parties agree that in the case where any employee, other than the shop steward, is involved in the inquiry concerning a complaint or a grievance, any such meeting or inquiry must be held outside the working hours of the employee concerned.

7.04 The Union Business Agent

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

7.05 Labour Relations Meetings

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

7.06 Union Leave of Absence

In the event that the Union requires the services of one or more of its members as business agent, the employee(s) chosen shall have the right to a leave of absence without pay for the duration of the Collective Agreement. The

employee(s) shall continue to accumulate seniority during such a leave. An employee on such leave must advise the Company, in writing, at least thirty (30) days in advance, of the date on which she will be returning to work as a regular employee.

7.07 Union Conferences

The Company shall grant an unpaid leave of absence to an employee appointed by the Union to attend a Union conference or seminar, if such leave is requested at least four (4) weeks prior to commencement and only if such leave would not impact on operations or customer service. The four (4) weeks notice can be reduced to one (1) week in exceptional cases.

**Article 8. GRIEVANCE PROCEDURE**

8.01 Definition of Grievance

The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement. All parties must make every effort to resolve any grievances as quickly and effectively as possible beginning with the verbal step, and proceeding to the written step when necessary.

8.02 Verbal Step

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

8.03 Written Step

Following the Verbal Step and where the grievance has not been satisfactorily resolved, the employee concerned and/or

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

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

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

The monthly meeting will be held on a mutually agreed upon predetermined date.

#### 8.04 Suspension or Dismissal

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

#### 8.05 Union Grievance

The Union may make and submit a grievance, commencing at the written step, in the name of a group of employees or

the whole of the employees, or on behalf of the Union as such.

The parties agree that individual grievances of the same or of a similar nature may be studied collectively at a meeting held between the Company and the Union, and may equally be made the object of a collective answer on the part of the Company.

8.06 Company Grievance

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

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

8.07 Written Statement of the Grievance

a) Written Statement

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

b) Rejection of a Grievance

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

8.08 Mutual Agreement in Writing

All decisions taken by mutual agreement in writing between the designated representatives of the Company and

the Union, at any time during the grievance and arbitration procedures, shall be final and binding upon the Company, the Union and the employees.

8.09 Extensions and Time Limits

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

8.10 Payment of Grievance Settlement

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

8.11 Working Day

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

**Article 9. ARBITRATION**

9.01 Notice of Arbitration

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

Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 8 of the present Collective Agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

9.02 Appointment of an Arbitrator

The grievance shall be submitted to a sole arbitrator by rotation among the list of arbitrators, mutually agreed upon by the parties. In cases whereby several cases of a disciplinary nature are the subject of grievances for an employee or a group of employees, the parties may agree to have them heard individually by the same arbitrator. Should the parties be unable to mutually agree upon an arbitrator, either party may request the Minister of Labour to appoint one.

9.03 Final and Binding Decision

The arbitrator's decision shall be final and bind the Company, the Union and the employees concerned. The arbitrator shall not be authorized to alter, modify or amend any part of this Collective Agreement, nor to render any decision incompatible with the provisions of this Collective Agreement, nor to consider any matter not pertaining to the present Collective Agreement.

9.04 Fees and Expense

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

9.05 Burden of Proof

In the case of disciplinary measures or of administrative dismissal being the object of a grievance, the Company shall bear the burden of proof.

9.06 Expedited Arbitrations

The parties agree to create an expedited arbitration procedure during the term of this Collective Agreement.

**Article 10. DISCIPLINARY MEASURES**

10.01 Discipline

It is recognized that the imposition of discipline for just cause is the exclusive right of the Company.

10.02 Time Limit for Imposition of a Disciplinary Sanction

The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee in the ten (10) working days of the employee's regular schedule following the incident or knowledge of such incident by the Company; otherwise, this sanction shall be rendered null and void, without effect and illegal for the purposes of the present Collective Agreement. Nonetheless, this time period can be extended to ten (10) working days of the employee's regular schedule, following notice by the Company to the Local Union and steward to the effect that additional time is required to complete its inquiry.

In the case of a criminal investigation (for example: theft, fraud, drugs, etc.), this time period will not commence until all the facts of the investigation have been determined.

10.03 Contents and Delivery of the Confirmation of Discipline

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

Moreover, the employee concerned must sign a statement attesting receipt of the said confirmation. Her signature does not constitute an acceptance of the disciplinary measure, but only receipt of the written confirmation.

10.04 Presence of a Union Steward

a) Once the Company has concluded a disciplinary investigation and written discipline is to be dispensed to an employee, the Company will advise the employee that such discipline is forthcoming. The employee shall be informed of her right to be accompanied by a steward.

The employee can request the steward of her choice. Where that steward is unavailable, the employee may request the presence of another Union representative.

b) An employee who is called into the Company's office to discuss a matter which may lead to a



disciplinary measure being issued to the employee, shall be informed of her right to be accompanied by a steward. The employee may request the steward of her choice. Where that steward is unavailable, the employee may request the presence of another employee or union representative.

10.05 Prescription

A disciplinary measure becomes null and void twelve (12) calendar months after the date of imposition of the discipline, provided the employee has not been absent from the workplace for more than thirty (30) consecutive calendar days, in which case it is recognized that the discipline shall become null and void after 12 months worked.

**Article 11. SENIORITY**

11.01 Definition of Seniority

Seniority is the total length of continuous employment by an employee in the employ of the Company on a full or part-time basis, within the bargaining unit. The purpose of seniority is to assist in providing the order of layoffs, recalls, vacation selection, obtaining job postings and overtime.

11.02 Loss of Employment and Seniority

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

- a) If she resigns;
- b) If she is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If she is laid off and not recalled for a period of twelve (12) consecutive months, unless the employee has five (5) or more years of seniority at the time of layoff in which case recall rights will continue for eighteen (18) consecutive months;

- d) If she is absent from work for more than three (3) consecutive working days without the authorization of her immediate supervisor or designate;
- e) If she does not comply with a notice of recall to work in accordance with Clause 15.03; (Recall)
- f) If she is absent from work by reason of illness or accident, other than a work-related accident, until such time as the short or long-term disability benefits run out or until a physician, mutually agreed to by the parties, provides a medical prognosis which establishes that the employee will be unable to resume her regular duties;
- g) If she is absent from work by reason of a work-related accident for which the WCB pays benefits, for a consecutive period of twenty-four (24) months, or for a longer period if specified by law;
- h) She is absent for reasons other than that declared and agreed upon for the leave in question.

11.03 Promotion to a Position Outside the Bargaining Unit

An employee promoted to a position outside the bargaining unit accumulates her seniority during a period of ninety (90) calendar days from the effective date of her promotion. During this period, the employee may return to her position within the bargaining unit. At the end of this period of ninety (90) calendar days, the employee loses her seniority and all rights and advantages provided for in the present Collective Agreement.

11.04 Seniority List

A seniority list shall be revised every three (3) months following the signing of the Collective Agreement and will be posted. A copy is to be sent to the Local Union and the Steward.

11.05 Identical Seniority Dates

In case of identical seniority dates, the names of the employees concerned will be entered into a random draw and their relative seniority shall be established based on the

order in which the names are drawn, with the employee first drawn having the most seniority. If a draw is required, the Company will inform a steward and she shall be able to attend the draw.

## **Article 12. PROBATIONARY PERIOD**

### 12.01 Duration

The probationary period for a full-time employee, or a part-time employee regularly scheduled for thirty (30) or more hours per week, consists of sixty (60) days worked within any consecutive period of four (4) months.

The probationary period for a part-time employee regularly scheduled for less than thirty (30) hours per week will be six (6) months.

### 12.02 Coverage Under the Collective Agreement During the Probationary Period

The probationary period is a period during which the Company determines if an employee is fit to remain in its employ. During the probationary period provided in clause 12.01, the employee is entitled to the advantages provided for in the present Collective Agreement, except as otherwise provided. However, it is acknowledged that in the case of dismissal, an employee on probation may not avail herself of the grievance and arbitration procedure.

### 12.03 End of Probation - Seniority List

Upon completing her probationary period, an employee shall have her name entered on the seniority list, effective from the first day of her probationary period, and may exercise her seniority rights in the manner provided for in the present Collective Agreement.

## **Article 13. JOB POSTINGS**

### 13.01 Vacancies

All bargaining unit job vacancies of more than three (3) months shall be posted for a period of three (3) working

days. The posting shall show the position title, the basic job duties, the work schedule, the qualifications required, the wage range, the start date and the expected position duration.

The name of the successful candidate will be posted within three (3) working days immediately following her acceptance of the position, with a copy forwarded to a Union steward.

Temporary vacancies shall be defined as vacancies of more than three (3) months and up to twelve (12) months after which the position shall be posted as a permanent position, except in the case of a maternity leave.

Except in the case of a maternity leave, an employee returning to the workplace having been absent for a period of greater than twelve (12) months shall exercise her bumping rights in accordance with her seniority as per Article 15.01.

#### 13.02 Submission of Candidacy

Applicants for a posted position shall apply in writing to the Company, within the three (3) working day posting period, using the form provided by the Company. Positions are awarded on the basis of qualifications and then seniority. Where qualifications are equal seniority shall prevail.

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

Employees on lay-off status or absent due to illness or injury or off work due to maternity leave may apply to a posted vacancy. An employee absent due to illness or injury must provide medical documentation indicating that he will be medically fit to perform the regular duties of the position within the ten (10) working days following the end of the posting period. If the employee does not return by the tenth (10th) working day, the vacancy will be filled

from amongst the applicants of the original posting who are able to immediately fill the vacancy.

13.03 Job Requirements and Selection Criteria

a) Applicants

When filling bargaining unit vacancies, the Company will initially review only the applications of the members of the bargaining unit and shall process such applications to the extent necessary to determine if any such member or members have the skill and qualifications required to fill the position. If no such member is found to be qualified, then the Company may consider and hire outside applicants.

b) Selection

In all posted vacancies the Company will apply the principle of seniority subject to the employee having the skill and qualifications to perform the required work. The name of the successful candidate will be posted.

c) Unsuccessful Candidates

Unsuccessful candidates will, upon request, be advised in writing of the reasons why they were unsuccessful.

13.04 Application Limit

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

13.05 Trial Period

In all posted vacancies, the successful candidate will be placed on a trial period of fifteen (15) days worked in the new position. During that time either the Company or the employee may terminate the trial period in which case the employee will be returned to the employee's previous position without loss of seniority or former wage or salary rate. In the event the employee reverts back to their former

position, the Company will initially review the other applications received for the posting as per Article 13.03(b).

Any vacancy created due to a trial period will be filled if, and in a manner, the Company deems appropriate.

There shall be no extension of the trial period unless mutually agreed upon by the Company and the Union.

13.06 Function Group Change

It is understood that should an entire function group be upgraded to a higher level, the posting process shall not be required. However, in the case where some position(s) are upgraded but not an entire function, the posting process shall be required.

**Article 14. TEMPORARY VACANCIES**

14.01 Temporary Assignment

- a) Employees will perform work in any classification as required for operational needs without an increase in their wages.
- b) By exception to clause (a), an employee who fulfills the duty of a job with a higher salary range than her own, after ten (10) days worked will be entitled to receive the rate of pay according to her years of service within the grade level of the position being filled.

**Article 15. LAY-OFF AND RECALL**

15.01 Bumping

An employee, after being notified of a layoff, may exercise her bumping rights within her location wherever her seniority permits, subject to a trial period of ten (10) days worked to demonstrate her skills, qualifications and abilities to fulfill the job requirements, according to the following procedure:

- a) Accept the layoff, or agree to the revised work schedule, or

- b) Occupy any vacant position that has a comparable work schedule, or if not, then acceptable to her, and if none then
- c) Bump the most junior employee within the same or lower pay grade within any department.
- d) Repeat the process as defined in b), c) and d) until all pay grades have been exhausted.
- e) Should the employee elect not to bump or be unable to exercise her right to bump, she is laid-off subject to recall rights.  
Failure of the employee to successfully complete the trial period will result in the employee being laid off.

No employee shall bump into a position that has bilingualism as a job requirement unless the employee is already bilingual. For the purpose of determining the bumping order in such circumstance, the bilingual position will be passed over as though it does not exist.

#### 15.02 Modification of Work Schedule

In cases where the Company permanently modifies the work schedule of an existing job(s) to a non-comparable work schedule, the employee(s) will have the following options:

- a) The employee(s) currently in the job(s) will be offered the opportunity to move to the new work schedule in order of seniority.
- b) If there are insufficient volunteers by following a) above, the Company will assign the employee(s) currently in the job(s) to the new work schedule in reverse order of seniority.
- c) An employee who has been assigned to a new work schedule as per (b) above may exercise bumping rights as per clause 15.01.

It is agreed that the Company shall advise the affected employee(s) at least one week prior to a permanent modification of their start time.

#### 15.03 Recall

- a) Laid off employees will be recalled to work in order of seniority, to a position in the same function with a comparable work schedule.
- b) The employer shall first attempt to recall a laid off employee by telephone at the phone number provided by the laid off employee. The phone call shall be made by the Company in the presence of a union steward. If the laid off employee is contacted by phone at this time, she shall have three (3) days from the time of the call to accept the recall. If no contact is made at this time, the employer shall recall the laid off employee by registered mail. The employee must respond to the registered mail within 5 working days from the day the registered mail was sent. If an employee on layoff has previously advised the Company in writing, that she will be unavailable to receive any registered mail for a defined period of time, the Company may recall the next most senior employee if any on layoff and the by-passed employee shall remain on layoff and be subject to further recall and be eligible to bid on any vacancy that may occur.
- c) In the event a laid off employee accepts a temporary vacancy, at the conclusion of that temporary vacancy, said employee will return to lay off status. However, said employee will be considered to have been recalled solely for the purposes of 11.02 c).

## **Article 16. HOURS OF WORK**

### 16.01 Definition

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

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

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



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

16.02 Adjustment of Hours

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

16.03 Hours of Work

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

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

16.04 Lunch Period

Full time employees will be allowed an unpaid lunch period which will normally be thirty (30) minutes but may be extended up to sixty (60) minutes depending on operational and service requirements, at a time authorized by the immediate supervisor.

16.05 Break Periods

Full-time employees, and part-time employees who are scheduled for seven and a half (7 1/2) hours in a day, are entitled to one (1) fifteen minute paid break for each complete half shift worked.

Part-time employees who are scheduled for more than four (4) hours per day are entitled to one (1) fifteen minute paid break.

The Company will schedule breaks according to operational needs.

#### 16.06 Flex

On Wednesday of each week, the Company will advise employees whether they will be permitted to flex their schedule on Friday to start no earlier than 6am and to finish no later than 6pm. It is understood that the flex option may be cancelled on Thursday due to extraordinary circumstances.

### **Article 17. OVERTIME**

#### 17.01 General

Subject to operational and service requirements, the Company shall make every reasonable effort to avoid overtime. It is understood that the Company will have extra work performed at straight time rates whenever possible.

#### 17.02 Overtime

- a) Overtime work that may be required is assigned by the Company in the most economical and efficient manner possible and then in order of seniority. The Company will have extra work performed at straight time rates whenever possible. In establishing the most economical manner, the employee's position on the wage scale shall not be considered a factor.
- b) Overtime will be defined as any hours which an employee is required by the Company to work in excess of seven and a half (7 1/2) hours per day or thirty seven and a half (37 1/2) hours per week, inclusive of personal days, and will be paid at the rate of time and one-half the employee's regular wage rate.
- c) The Company agrees that employees with the permission of their immediate manager may be granted time off in lieu of overtime pay. Time off in lieu of overtime pay will be

taken on the basis of one and one half (1 1/2) hours of time off for each overtime hour worked. No employee may accumulate more than one week's worth of their regularly scheduled hours as lieu time. Such lieu time is to be taken no later than December 31<sup>st</sup> of the calendar year following the year in which it is accumulated. The time off will be taken at a time mutually agreeable to the manager and employee.

With the permission of her manager, an employee who provides at least one week's advance written notice of an appointment of a personal nature (doctor, dentist, etc.) of two (2) hours or less, may utilize banked overtime to cover the time lost as a result of such an appointment.

17.03 Assigning Overtime

- a) Overtime shall be allocated on the following basis:
  - 1) The overtime shall first be offered to the bargaining unit employees who normally and regularly do the work in question and who are immediately available at work on a seniority basis.
  - 2) Where the overtime requirements are not met by following 1) above, the overtime will be offered by seniority to bargaining unit employees who possess the skills and qualifications required to perform the work, who are immediately available at work and who have put their names on the overtime availability list. The overtime requirements will be identified on the appropriate bulletin boards as far in advance as possible of such an overtime request.
  - 3) Where the overtime requirements are not met by following 1) and 2) above, the Company has the right to assign the overtime to the bargaining unit employees who normally and regularly do the work in

question and who are immediately available at work, on a mandatory basis in reverse order of seniority.

4) Seniority during a trial period shall not be recognized for the purpose of offering overtime that may be available within the functional group unless all other employees in that group have first been offered the overtime as per 1) above, after which overtime will be offered to those trial employees able to perform the task without assistance.

b) Where an employee is overlooked in the offering of overtime, the employee shall be remunerated at their applicable hourly rate for all such time.

#### 17.04 Sunday Work

An employee who is not regularly scheduled to perform work on Sunday shall be paid at two (2) times her regular hourly wage rate for all time worked on the Sunday.

#### 17.05 Call Back

A minimum of four (4) hours pay at overtime rates will be paid to full-time employees, and a minimum of four (4) hours pay at regular rates will be paid to part-time employees in the case of a call-back. A call-back occurs when an employee is called into work, without prior notice, after having completed her regular scheduled hours of work and after having left the Company premises.

This clause does not apply to employees who have placed their name on the availability list.

Such a minimum shall not apply to hours worked immediately preceding the beginning of the scheduled shift of the employee, nor to hours worked immediately following the end of her scheduled shift of hours.

#### 17.06 Weekend Overtime

Except in the case of a fortuitous event, an employee who presents herself at work at the request of the Company for

scheduled weekend overtime and for whom no work is available, shall be given other bargaining unit work to perform for the duration of the scheduled overtime or shall be paid for the scheduled overtime.

## **Article 18. GENERAL HOLIDAYS**

### 18.01 General Holidays

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

1. New Year's Day;
2. Good Friday;
3. Victoria Day;
4. Canada Day;
5. Labour Day;
6. Thanksgiving Day;
7. Christmas Day;
8. Boxing Day;
9. New Brunswick Day;
10. Remembrance Day.

### 18.02 Special Provisions

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

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

### 18.03 Payment for a Holiday

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

Payment for a holiday to a bargaining unit employee is based on the normal remuneration for her regularly scheduled hours for the shift which is designated as her general holiday.

18.04 General Holidays During Vacation

Where one or more general holidays fall during the vacation period of an employee, such employee may prolong her vacation period by one (1) day for each such general holiday or be granted a paid vacation day at another time agreed upon with the Company.

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

18.05 Overtime Following a General Holiday

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

18.06 Conditions to the Payment of the General Holiday

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

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

- authorization from her immediate supervisor;
- ii) Her failure to work one or the other of the said days results from an absence by reason of illness or accident and that the employee remits at the Company's request and upon her return to work, a medical certificate indicating a visit to the doctor for the day of the absence;
  - iii) Her absence from work on one or the other of the said days is in virtue of a right recognized under the present Collective Agreement.

18.07 Exceptions

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

18.08 Payment for Work on a Designated Holiday

Any employee who works on a shift which has been designated as a general holiday for that employee, as per the provisions of Article 18, shall be paid at time and a half (1 1/2) her regular hourly wage rate for the hours she actually works on the general holiday in addition to receiving her regular hourly wage rate for her regularly scheduled hours of work upon the said day.

**Article 19. VACATION**

19.01 Components

Vacation is comprised of two parts:

- a) Vacation entitlement, i.e. time off.

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

19.02 General Provisions

- a) Vacation is accumulated and taken on a calendar year basis.
- b) As a general rule, vacation entitlement cannot be carried over from one year to the next. If there are extenuating circumstances which may warrant a carry over of vacation, i.e. illness, etc., then a written request may be made by the employee to carry over the vacation. Where the Company grants approval the approval must be in writing with a copy to the employee's file. Employees who carry over vacation to the following year cannot use that privilege again the following year.
- c) Vacation time cannot be waived; employees must take their vacation entitlement in each calendar year.
- d) When a general (statutory) holiday falls within the employee's vacation period, the employee will be paid for the general holiday (if eligible). Full-time employees will use four (4) vacation days in order to make up the full week. The fifth (5th) day of vacation which would normally be used to take a week's vacation will be granted at some other time convenient to both the Company and the employee. Part-time employees will be granted the vacation day saved as a result of this at some other time convenient to both the Company and the employee.
- e)
  - i) Vacation schedules should be completed by work section taking into account, the preference of the employee, the seniority of the employee, and the operational needs of the Department. The vacation schedule should not adversely affect the operations or customer service.
  - ii) By February 1<sup>st</sup>, all employees must submit their preference of all entitled weeks of



vacation on a form provided by the Company;

- iii) On March 1<sup>st</sup>, the Company shall post within each location the final vacation schedule;
- iv) The choice of vacation periods will be granted by seniority within each depot and associated retail outlets.
- v) An employee has the right to take a maximum of two (2) weeks vacation during the period extending from May 1<sup>st</sup> to September 30<sup>th</sup>; these two (2) weeks may be consecutive.

If after the selection of vacation is completed and there are openings available then employees will be permitted to select a third week by seniority. This does not restrict locations from granting an additional week(s) where it can be accommodated.

- f) Employees will not normally be eligible to take vacation prior to Christmas Day during the week of Christmas and during the two (2) weeks prior to the week of Christmas.
- g) For part-time employees a "week of vacation" is defined to be the regularly scheduled weekly hours for the employee.
- h) Any employee moving to a different functional group following the completion of the vacation schedule may be required to change her vacation schedule depending on operational requirements.  
It is understood that should more than one employee be affected by 19.02(h) that it shall be exercised in the reverse order of seniority amongst those employees.

### 19.03 Duration and Calculation of Vacation Time

- a) Newly hired employee - hired prior to July 1st
  - i) Employees hired prior to July 1st are entitled to one (1) week vacation, to be

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

- f) Employees having completed fifteen (15) years or more of continuous service are entitled to five (5) weeks vacation, in the calendar year.
- g) Employees having completed twenty-five (25) years or more of continuous service are entitled to six (6) weeks vacation, in the calendar year.

19.04 Vacation Pay - Full-Time Employees

- a) Vacation pay is accumulated in the same calendar year as the entitlement is taken, i.e. vacation pay is earned and taken in the same calendar year. It is accumulated on the basis of a percentage of gross earnings as follows :
  - i) For employees with less than five (5) years at the rate of 4%.
  - ii) Effective on the anniversary date of five (5) years service at the rate of 6%.
  - iii) Effective on the anniversary date of ten (10) years service at the rate of 8%.
  - iv) Effective on the anniversary date of fifteen (15) years service at the rate of 10%.
  - v) Effective on the anniversary date of twenty-five (25) years service at the rate of 12%.
- b) For each week of vacation taken, an employee will receive as vacation pay an amount equivalent to her normal weekly salary, with the exception of employees covered by (e) below.
- c) Any vacation accrual owed to the employee at the end of the calendar year will be paid out in January of the following year.

The sole exception to this will be for regular employees newly hired in that calendar year, or employees who have been authorized to carry over vacation to the following year. Such employees will have any balance owed forwarded to the vacation pay accrual for the next calendar year. Any monies owed at the end of that subsequent

calendar year will be paid out in January of the following year.

d) Employees who have been unable to take their vacation due to uncontrollable circumstances and who have not received proper authorization to carry over vacation to the subsequent year will have any vacation monies owed paid in January of the following year.

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

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

At the end of the calendar year, any negative vacation accrual, due to an absence as defined above, will either be repaid by the employee via personal cheque prior to the end of that year. In the event that these monies are not repaid, the employee will have her next year's vacation pay pro-rated by an equivalent amount. A negative vacation accrual occurs if the monies paid to an employee as vacation pay in a year exceed the vacation monies earned by the employee in that year.

f) For any employees who have been absent for less than a total of three months or laid off for less than a total of one month (as per (e) above) there will be no pro-rating of vacation pay or entitlement.

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

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

With the exception of the year end payment noted in (c) and (d) above, vacation pay should not be paid to an employee unless the employee is taking vacation.

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

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

#### 19.06 Termination

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

### **Article 20. SPECIAL LEAVES**

#### 20.01 Bereavement Leave

- a) In the event of the death of her spouse or common-law spouse, one of her children or step children,

mother or father, an employee has the right to a bereavement leave during the working days falling within the five (5) days immediately following that of the death;

- b) In the event of the death of any other member of her immediate family, an employee has the right to a bereavement leave during the working days falling within the three (3) days immediately following that of the death;
- c) An employee who has completed three (3) consecutive months of continuous employment with the Company and who has the right to a bereavement leave provided for in paragraphs (a) or (b), has the right to be paid for such leave at her regular hourly rate for her regular scheduled hours of work in her position;
- d) The expression "immediate family" means, in relation to the employee, her sisters, brothers, father-in-law, mother-in-law, grand-parents, son-in-law, and daughter-in-law, as well as any relative permanently residing in the employee's household or with whom the employee permanently resides;
- e) The Company may require that an employee provide satisfactory proof of death in order to establish her right to be paid for the bereavement leave;
- f) An employee may request to extend the time allowed for bereavement leave.
- g) In the case where the day of the funeral does not fall within the time periods provided for in (a) and (b) and falls on one of the employee's working days, the employee shall have the right to bereavement leave if she has not been paid for the maximum number of working days applicable as determined in paragraphs (a) or (b), as the case may be.
- h) It is understood that personal days, banked overtime and vacation entitlement may be utilized to extend bereavement leave.

It is further understood that time off for these purposes shall not be counted as time absent in regards to the attendance awareness program.

20.02 Jury Duty and Witness

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

20.03 Maternity and Parental Leave

Employees are entitled to the Maternity and Parental leaves provided for in the Canada Labour Code.

20.04 Birth

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

20.05 Examination Leave

At the discretion of the Company, 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 shall only be granted where in the opinion of the Company the course of study is directly related to the employee's duties or will improve her qualifications.

20.06 Compassionate Leave

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

**Article 21. PAYMENT OF WAGES**

21.01 Payday

The payment of wages shall be weekly.

21.02 Error on the Pay Cheque (Shortage)

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

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

21.03 Error on the Pay Cheque (Overpayment)

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



## **Article 22. HEALTH AND SAFETY**

### 22.01 Cooperation

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

### 22.02 Respect of the Law

The Company, the Union and the employees collectively undertake to respect the health and safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of all employees.

### 22.03 Health and Safety Committee

The Company and the Union agree to the formation of a Health and Safety Committee to be formed as follows:

Two (2) members designated by the Union

Two (2) members designated by the Company.

With mutual agreement, the parties may agree to add more members to the Committee.

### 22.04 Right of Refusal

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

### 22.05 Accident Report

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

### 22.06 Training

The Company agrees to meet any safety training requirements specified under Part II of the Canada Labour Code or any other legislation which may apply.

22.07 Possible Ill Effects - Pregnant Employees

When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the Company shall, where reasonably practicable, modify the employee's job function or reassign her after consultation with the employee and in a manner consistent with the Collective Agreement.

The medical certificate must indicate the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

22.08 Safety Footwear

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

22.09 Medical Exams

Any employee must submit to a medical examination when required by the Company, and does so at the Company's expense and with the doctor it designates. However, the Company must advise the employee two (2) days prior to such examination, except in the case of a work accident.

In the case of a work accident, the Company may require an employee to submit to a medical examination, subject to the provisions of the Worker's Compensation Act and Regulations on medical examinations provided for under the said Act.

When a medical examination is required by the Company, the following conditions shall apply:

- a) If the medical examination occurs during the normal hours of work of the employee, she shall not suffer any loss of regular salary; if the examination continues after the end of her normal scheduled hours the additional time required (until the departure from the clinic) is paid at her regular hourly rate;
- b) If the medical examination occurs outside her normal hours of work, the employee shall be paid for the time required at her regular hourly rate, beginning from the time of her arrival for her appointment up until her departure from the clinic, and this in addition to payment of costs for the most economical method of public transportation to and from the examination. This provision will not apply in cases where the employee is in receipt of WI, LTD or WCB benefits.
- c) No employee shall be required to submit to a medical examination during her weekly days of rest or during general holidays, unless the employee consents thereto.

### **Article 23. BENEFIT PROGRAM**

#### 23.01 Benefits Program

- a) The Company agrees that the benefits program in force, at the date of signing of this Collective Agreement, shall be maintained for the duration of the Collective Agreement. The cost of such benefits program is paid for by the Company, with the exception of the optional life insurance plan for which the eligible employee pays the cost if such coverage is desired.
- b) At the end of each quarter the Company will review the hours worked by each eligible part-time employee and if the actual hours worked meet or exceed an average of twenty-eight (28) hours per week then such employees will be entitled to benefits for the following quarter.

#### 23.02 Modifications

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

23.03 Pension Plan

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

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

- Effective January 1<sup>st</sup>, 2015 the pension benefit will be 1.4% of employee earnings,;
- Effective January 1<sup>st</sup>, 2016 the pension benefit will be 1.5% of employee earnings,;
- Effective January 1<sup>st</sup>, 2017 the pension benefit will be 1.6% of employee earnings,;

23.04 Brochures

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

23.05 Tuition Reimbursement

The Company agrees that the Tuition Reimbursement Program in force, at the date of signing of this Collective Agreement, shall be maintained for the duration of the Collective Agreement.

**Article 24. PERSONAL DAYS**

24.01 Calculation

On January 1<sup>st</sup> of each year, each regular full-time employee who has completed her probationary period will be granted a credit equivalent to five twelfths (5/12) of one (1) personal day, paid at her regular hourly rate, for each complete month worked as an eligible employee during the year, to a maximum of five (5) personal days per calendar year.

An absence by reason of a leave provided for in the Collective Agreement does not interrupt the "complete month of work".

In the case of an absence from work by reason of illness or accident (including a work related accident) for a period not exceeding two (2) continuous months during a calendar year, an employee shall retain her right to the maximum number of personal days hereinabove provided for the said calendar year.

24.02 Utilization

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

An employee wishing to use a personal day for personal reasons must advise her immediate supervisor, in writing, at least one (1) week in advance.

Authorization to take the said day on the date requested by the employee may be refused taking into account the operational requirements of the Company and the number of requests made for the same day. It is understood that personal days are not intended to be scheduled to prolong the vacation period.

24.03 Payment

An employee who has not used all of the personal days to which she is entitled during a calendar year receives, during the month of January of the following year, the payment of the equivalent of her unused personal days at her regular hourly rate applicable on December 31st of the preceding year.

24.04 Personal Day Table

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

<u>Complete Months Worked</u>	<u>Number of Personal Days</u>
12	5.00

11	4.50
10	4.25
9	3.75
8	3.25
7	3.00
6	2.50
5	2.00
4	1.75
3	1.25
2	0.75
1	0.50

24.05 Termination - Payment

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

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

**Article 25. PRINTED CONTRACTS**

25.01 Collective Agreement In Printed Form

The Company shall have the text of the Collective Agreement printed in booklet form. It shall distribute one (1) copy to each of the present and future employees in the bargaining unit and shall remit a number to the Union not more than sixty (60) days after the signing of the Collective Agreement.

**Article 26. PURCHASE - MERGER**

26.01 Purchase - Merger

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

**Article 27. DURATION AND RENEWAL**

27.01 Duration and Renewal

The present Collective Agreement shall come into force on January 1, 2013 and shall terminate on December 31, 2017 and, barring express provisions to the contrary, does not have retroactive effect.

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

27.02 Application

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

27.03 Annex or Appendix

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

IN WITNESS WHEREOF, the parties have

signed, through their duly authorized representatives, in

Moncton, this \_\_\_\_ day of \_\_\_\_\_, 2013.

TEAMSTERS LOCAL UNION 927

PUROLATOR INC..




**APPENDIX "A"**

**WAGES**

- Effective the first Monday in January 2013, current and new employees will be paid in accordance with the wage scale outlined below:

<b><u>Level 1</u></b>	<b>Effective First Monday in Jan. 2013</b>	<b>Effective First Monday in Jan. 2014</b>	<b>Effective First Monday in Jan. 2015</b>	<b>Effective First Monday in Jan. 2016</b>	<b>Effective First Monday in Jan. 2016</b>
<b>Start</b>					
<b>12 months</b>					
<b>24 months</b>					
<b><u>Level 2</u></b>					
<b>Start</b>					
<b>12 months</b>					
<b>24 months</b>					

**Contract Administration / Customer Account Support –  
Premium:**

\$0.25/hour

## **APPENDIX "B"**

### **CASUAL/TEMPORARY EMPLOYEES**

The utilization of casual/temporary employees shall not have as intent the reduction of the number of regular positions, the prevention of the creation of regular positions, nor will they be utilized for excessive periods of continuous work.

Casual/temporary employees may be used to perform bargaining unit work in cases of absenteeism, fluctuations in work load and temporary vacancies. A position will either be posted or eliminated where a casual/temporary employee works in a temporary position more than one hundred and twenty (120) days within a calendar year.

Casual/temporary employees are not covered by the present Collective Agreement and are thus not entitled to the advantages therein provided.

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

Where an employee is off due to illness for a known duration of greater than one (1) month but less than or equal to three (3) months and the Company requires the vacancy to be filled, it will be filled with an available bargaining unit employee from the same or lower pay grade. When filling the subsequent vacancy or where no employee is available, the Company may use casual/temporary employees.

Except as outlined above, where weekend work is required to be performed, casual/temporary employees shall only be used after all available employees have had an opportunity to perform the work in question.

At the request of the Union, the Company is prepared to meet and discuss any issue relating to the usage of casual/temporary employees.

**APPENDIX "C" - Letters of Understanding**

**Letter of Understanding No. 1**

**between**

**Purolator Inc..**

**and**

**Teamsters Local 927**

**Re: Team Leaders**

The Company has the right to appoint Team Leaders. A Team Leader shall be defined as a bargaining unit member who, in addition to her regular duties, may direct the work of other bargaining unit employees and perform related administrative duties. She shall not have the authority to hire, fire or discipline. A Team Leader will be paid a premium of \$35.00 per week. Selection of the Team Leader will be solely at the Company's discretion.

The Company will put a notice on the bulletin board if it intends to select a new Team Leader. Employees will notify the Human Resources Dept., in writing, of their interest in such a position. Employees who are unsuccessful in obtaining the position may request a meeting to discuss the reasons they were unsuccessful.

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For the Union

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For the Company

**Letter of Understanding No. 2**

**between**

**Purolator Inc..**

**and**

**Teamsters Local 927**

**Re. Christmas Bonus**

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

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

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Company

**Letter of Understanding No. 3**

**between**

**Purolator Inc.**

**and**

**Teamsters Local 927**

**Re: Ergonomics**

The Company agrees to continue its efforts with improvements in ergonomics in the workplace and will incorporate where feasible identified improved methods in training.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Company

**Letter of Understanding No. 4**

**between**

**Purolator Inc.**

**and**

**Teamsters Local 927**

**Re: Productivity**

The parties agree to meet to discuss methods of assisting employees to attain productivity targets. At the same time the parties will review and discuss existing productivity targets.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Company

**Letter of Understanding No. 5**

**between**

**Purolator Inc.**

**and**

**Teamsters Local 927**

**Re: Comparable Work Schedule**

The parties agree that a Comparable Work Schedule consists of:

**DAYS OF THE WEEK**

If the days of the week on which the scheduled shifts begin remain the same then the “days of the week” are comparable.

**SHIFT START TIME**

If the start time of the shift changes by less than 1 hours then the “shift start time” is comparable.

**TOTAL WORK HOURS**

If the total scheduled work hours in a work week does not change by more than five (5) hours then the “total work hours” are comparable.

**STATUS**

If the status does not change from part-time to full-time, or vice versa, then the “status” is comparable.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Company



**Letter of Understanding No. 6**

**between**

**Purolator Inc.**

**and**

**Teamsters Local 927**

**Re: Suspensions**

The parties agree that all suspensions will be unserved. The parties further agree that unserved suspensions carry the same weight and impact as served suspensions.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Company

**Letter of Understanding No. 7**

**between**

**Purolator Inc.**

**and**

**Teamsters Local 927**

**Re: Development Opportunities**

The Company recognizes the importance of providing development opportunities to its employees so that they may become qualified on other positions in the Moncton Administration Centre. Where requested, the Company will provide employees with information on the position requirements and the opportunity to learn and practice the skills required as is practical. Such an opportunity would be outside of their working hours and on their own time. Where multiple requests are received, the Company will provide opportunities in order of seniority.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Company

**Letter of Understanding No. 8**

**between**

**Purolator Inc.**

**and**

**Teamsters Local 927**

During the term of this agreement, the company will provide a retirement allowance under the following conditions and in the following manner:

Eligibility:

- A member of the Purolator Inc. Hourly Pension Plan, with ten (10) years or more of continuous service and;
- The member has reached at least the age of 55 years old.
- The employee, having met the above criteria, will be eligible for a retirement allowance of **\$5,000**
- This retirement allowance will be paid in one lump sum amount within sixty (60) days of the individual's retirement.

The parties agree that this letter expires at the end of this agreement, unless the parties mutually agree in future negotiations to renew this letter.

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For the Union

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For the Company