

AGREEMENT

BETWEEN

THE CANADA POST CORPORATION

AND

THE ASSOCIATION OF POSTAL OFFICIALS

OF CANADA

EXPIRY DATE: MARCH 31, **2014**



PARTNERSHIP STATEMENT

As one of its basic Operating Principles, the Corporation has recognized the role of the Association and this collective agreement (Agreement) in the overall success of the company.

The Corporation and the Association, in turn, recognize that the purpose of this Agreement is to facilitate and protect the best interests of the Corporation and its employees alike.

To this end, it is necessary that the parties work together in a spirit of mutual trust and cooperation and be committed to ensuring that interpersonal and industrial relations proceed in a manner that ensures both the well-being of all employees and the efficient and economic operation of the Corporation.

To achieve these goals, the parties recognize that:

- 1) Effective communication and sharing of information between the parties should take place at each of the national, regional/divisional and local levels.
- 2) Resolution of differences between the parties is more effectively accomplished through participative, consultative mechanisms rather than through recourse to the grievance procedure.
- 3) Effective communication between the Corporation, the Association and employees is essential and should be encouraged and assisted.
- 4) The satisfaction and overall well-being of employees is essential to the efficient operation of the Corporation.

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LEGEND

Asterisk (*): where text has been removed from this Agreement the location is indicated by an asterisk (*)

Bold: where new text has been added to this Agreement such text is indicated in **bold** font

Italics: words or phrases that are included in the Definitions (Article 2) are indicated in *italics*

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PART I – ADMINISTRATION

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.1 The purpose of this Collective Agreement (Agreement) is to contribute to an orderly and constructive relationship between the parties in the interests of the well-being of the *employees* and the efficient and economic operation of the *Corporation*.
- 1.2 The Articles set forth in this Agreement relating to rates of pay, hours of work, conditions of employment and rights and obligations of the parties have been negotiated for this purpose.

ARTICLE 2

DEFINITIONS

2.1 General

- 2.1.1 Masculine and Feminine Gender: Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.
- 2.1.2 Canada Labour Code/Interpretation Act: Except as otherwise provided in this Agreement, expressions used in this Agreement will, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code; or if defined in the Interpretation Act, but not defined in the Canada Labour Code, have the same meaning as given to them in the Interpretation Act.

2.2 Words or Phrases

- “*Association*” means the Association of Postal Officials of Canada.
- “*Association representative*” is a person appointed or elected to act as a *representative of the Association*.
- “*Bargaining unit*” means the *employees* of the *Corporation* as described in the certificate issued by the Canada Labour Relations Board on February 15, 1993, and as amended on April 16, 1993 and as amended on October 31, 1996.
- “*Branch*” means a geographic area as defined by the *Association*, for the purpose of representing its members.
- “*Classification level*” refers to the hierarchy of **OP** and SL levels held by members of the *bargaining unit*.

- “*Commendable*” for the purposes of Article 43, has the meaning given to it in Letter #1 (“PERFORMANCE APPRAISALS” section)
- “*Common-law spouse*”; 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*”.

With regard to the benefit plans provided in the collective agreement, coverage of a *common-law spouse* or a same sex spouse will be subject to the required notices and waiting periods stipulated therein in the case of family or spousal coverage.

- “*Consultation*” means the process set out in Article 12.
- “*Continuous employment*” means the length of continuous uninterrupted service of an *employee* in the Public Service prior to October 16, 1981, and within the *Corporation*.
- “*Corporation*” means the Canada Post Corporation as established by the Canada Post Corporation Act, as amended, and includes any person authorized to exercise the authority of the *Corporation*.
- “*Corporation business*” shall be as defined by the *Corporation* in the applicable travel policy or directive.
- “*Day of rest*” in relation to an *employee*, means a day other than a designated paid holiday on which that *employee* is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence. “*Rotation day*” refers to a “*day of rest*”.
- “*Days*” shall mean calendar days excluding Saturdays, Sundays and designated paid holidays, unless otherwise specified.
- “*Demotion*” means the involuntary change in an *employee’s classification level* because of his incompetence or incapacity, to a *classification level*, which has a lower maximum rate of pay than that of his former *classification level*.
- “*Division*” shall have the meaning as given to it in Appendix E.
- “*Divisional Vice-President*” means a representative elected by the *Association* to act as the *Association representative* for a specific geographical area.
- “*Employee*” means any person working in the *bargaining unit* in one of the following three categories:

- “*Regular employee*” means a person appointed on an indeterminate basis to the *bargaining unit*. Regular employees are sometimes also referred to as “*indeterminate employees*”.
- “*Term employee*” means a person from outside the *Corporation* appointed on a temporary basis to the *bargaining unit* for a specific purpose and period which may not exceed two (2) years except by agreement of the parties.
- “*Temporary employee*” means a person from within the *Corporation* appointed to the *bargaining unit* for a specific purpose and period which may not exceed two (2) years except by agreement of the parties.
- “*Equal opportunity*”, for the purpose of Article 19, has the meaning given to it in Clause 19.7.
- “*Equal opportunity lists*” shall mean lists of *employees* to be referred to in order to offer *overtime*, or work on a *rotation day* off or a designated paid holiday.
- “*Fiscal Year*” shall mean the financial reporting period of the *Corporation*, from January 1 to December 31 of each year.
- **General Manager*” means either *General Manager, Operations* or *General Manager, MSS* as appropriate.
- “*Grievance*” has the meaning given to it in Clause 15.1.
- “*Harassment*” has the meaning given to it in Article 49.
- “*Headquarters area*” shall be as defined by the *Corporation* in the applicable travel policy or directive.
- “*Holding rate*” has the meaning given to it in Clause 44.23.
- “*Immediate family*” is defined as father, mother (including stepfather and stepmother and foster parents), brother, sister, spouse (including *common-law spouse*), child (including child of *common-law spouse* and stepchild) or ward of the *employee*, father-in-law, mother-in-law, grandparents, grandchild and relative permanently residing in the *employee’s* household or with whom the *employee* permanently resides.
- “*Leave with pay*” means an authorized leave of absence from duty, with no interruption of pay.
- “*Minimum requirements*” means the requirements used for staffing pre-selection purposes, identified as Education, Language, Job Related Experience, and other requirements as identified in the appropriate staffing document.

- “*National Executive Officer*” means an elected or hired representative of the *Association* occupying an executive position at the *Association's* national headquarters.
- “*National Office of the Association*” means the Headquarters Office of the Association of Postal Officials of Canada.
- “*Office*” has the meaning given to it in Clause 43.2.2.
- ***“*OP Priority list*”** has the meaning given to it in Clause 43.3.
- “*Opportunity*”, for the purpose of Article 19, has the meaning given to it in Clause 19.10.
- “*Overtime*” has the meaning given to it in Clause 19.1.
- “*Promotion*” means the change in *classification level* of an *employee* such that the maximum rate of pay of the new *classification level* exceeds the maximum rate of pay of his former *classification level*.
- ***“*Relief supervisor*”** means an *employee* whose primary function is the replacement of other *employees* in accordance with the principles outlined in Article 43.54.
- “*Retiree*” is a former regular *employee* who is entitled to an unreduced pension or a reduced pension under the provisions of the Canada Post Corporation Pension Plan, or its predecessor.
- “*Rotation day*” means a *day of rest*.
- “*Rotation day schedules*” are those schedules pertaining to *days of rest*, drawn up by both parties through meaningful *consultation* at the local level.
- “*Safety footwear*” means steel-toed footwear for those *employees* working in designated toe protection areas, or other footwear, as approved by the *Corporation*, for all others who are entitled to reimbursement.
- “*Section*” has the meaning given to it in Clause 43.2.1.
- “*Seniority*” has the meaning given to it in Article 41.
- “*Shift*” refers to the portion of the twenty-four (24) hour period that an *employee* works. There are three (3) *shifts*, as follows:
 - Day *shift* is a *shift* in which the majority of hours fall between 07:00 and 15:00.
 - Evening *shift* is a *shift* in which the majority of hours fall between 15:00 and 23:00.

- Night *shift* is a *shift* in which the majority of hours fall between 23:00 and 07:00.

Note: Where an *employee's* scheduled hours are equally split between two *shifts*, the *shift* in which the *employee's* scheduled starting time falls shall be deemed to be his *shift*.

- “*SL Priority List*” shall have the meaning given to it in Article 43.5.
- “*Technological change*” has the meaning given to it in Clause 13.3.
- “*Time off with pay*” has the same meaning as “*leave with pay*”.
- “*Vacation leave*” refers to the vacation time accumulated as per Article 28.
- “*Vacation year*” means the annual period from April 1 of each year to March 31 of the following year.
- “*Voluntary reversion*” means the change in *classification level* at an *employee's* request to one which has a lower maximum rate of pay than the maximum rate of pay of his former *classification level*.
- “*Zone*” has the meaning given to it in Clause 43.2.2.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The *Association* recognizes that the *Corporation* has the right, responsibility and authority to manage and operate the *Corporation* and that, except to the extent provided herein, this agreement in no way restricts the *Corporation* or those charged by the *Corporation* with managerial responsibilities, in the exercise of this right, responsibility or authority.

ARTICLE 4

RECOGNITION

- 4.1 The *Corporation* recognizes the *Association* of Postal Officials of Canada as the sole and exclusive bargaining agent for all *employees* covered by the certificate issued on their behalf by the Canada Labour Relations Board on February 15, 1993, and as amended on April 16, 1993 and as amended on October 31, 1996.

- 4.2** The *Corporation* recognizes the *Association* as the sole and exclusive bargaining agent for all *employees* who have accepted acting assignments outside the *bargaining unit* in management exempt positions for a duration of six (6) months or less. The *Association* shall only administer Articles 6, 14, 15 and 16 of the Agreement with respect to such *employees*.
- 4.3** Full-time officers and/or local elected officers of the *Association*, not on post office duty, will be granted permission to enter the non-public area (s) of a postal installation within their jurisdiction, providing the following conditions are met:
- 4.3.1** the full-time officer or the local elected officer must contact the in-charge management representative of the installation before entering the premises. He must then identify himself and state the purpose of his visit.
- 4.3.2** security requirements in effect for the particular installation must be adhered to.

ARTICLE 5

INFORMATION

- 5.1** The *Corporation* agrees to supply by electronic exchange on a monthly basis to the Headquarters of the *Association* the name, payroll number and level of each *employee* entering or leaving the *bargaining unit* whether by acting assignment, developmental assignment, *promotion*, *demotion*, transfer, resignation or retirement as well as *employees* granted or returning from leave of absence with or without pay and any other individual who may be performing work in the *bargaining unit*.

The *Corporation* will also supply the *Association* the information concerning an *employee's* work address.

5.2 **Organizational Charts**

The *Corporation* shall provide the *Association* with relevant organizational charts indicating the authority structure of the *Corporation* within thirty (30) *days* from the date of the publication of the chart(s).

ARTICLE 6

CHECK-OFF

- 6.1** The *Corporation* will, as a condition of employment, deduct bi-weekly the amount of the dues of the *Association* or an amount equivalent thereto from the pay of all *employees* in the *bargaining unit*. The *Corporation* will not levy a charge upon the *Association* for rendering this service.
- 6.2** The *Association* shall inform the *Corporation* via computerized disk or electronic transmission of the authorized bi-weekly dues and insurance premiums to be checked off for each *employee* defined in Clause 6.1.
- 6.3** For the purpose of applying Clause 6.1, deductions from pay shall commence, as of the date of employment in the *bargaining unit*.
- 6.4** An *employee*, who satisfies the *Corporation* and the *Association* that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article.
- 6.5** For the duration of this Agreement, no bargaining agent other than the *Association* shall be permitted to have dues and/or other monies deducted by the *Corporation* from the pay of *employees* in the *bargaining unit*.
- 6.6** The amounts deducted in accordance with Clause 6.1 shall be remitted to the National Executive Secretary-Treasurer of the *Association* by electronic transfer of funds (direct deposit) or such other means as the *Corporation* may advise from time to time. The amounts shall be remitted within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each *employee* and the deductions made on his behalf.
- 6.7** The *Association* 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.
- 6.7.1** Where such error results in the *employee* being in arrears for dues deduction, recovery is to be made by deducting one (1) additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full.

6.7.2 Where such an error results in an over-deduction of dues and the money has not been remitted to the *Association*, the *Corporation* will reimburse the *employee* in the amount of the over-deduction. Such over-deductions shall be reimbursed under normal circumstances in the month following the month in which the over-deduction and the failure to remit the over-deduction to the *Association* are verified.

6.8 The *Corporation* will report the *Association* dues deduction of an *employee* on his T-4 slip for income tax purposes. The amount shown on his T-4 slip shall reflect the *Association* dues deductions reported on his pay stub for the corresponding taxation year.

ARTICLE 7

PREVIOUS DOCUMENTS AND AGREEMENTS

7.1 All previous documents, letters, memoranda of understanding or agreements, whether written or verbal, not specifically renewed in this Agreement are null and void.

ARTICLE 8

DISTRIBUTION OF AGREEMENT

8.1 Each *employee* is entitled to a copy of this Agreement. The *Corporation* shall provide each *employee* with a copy of this Agreement as soon as possible after receipt from the printer.

8.2 The *Corporation* shall maintain sufficient copies of this Agreement to ensure that every *employee* within the *bargaining unit* shall receive one during the life of this Agreement.

8.3 The *Corporation* shall reproduce this Agreement in both the French and the English languages. Both texts shall be regarded as official.

ARTICLE 9

BULLETIN BOARD SPACE AND OTHER FACILITIES

9.1 The *Corporation* will provide bulletin board space for the posting of official *Association* notices. All notices shall be signed by an *Association representative*. All notices shall be subject to the prior approval of the *Corporation*, except notices pertaining to appointments, meeting dates and social and recreational affairs.

- 9.2 The *Corporation* will also make available to the *Association* specific locations for the placement of bulk quantities of *Association* supplies.

ARTICLE 10

NO STRIKE – NO LOCK-OUT

- 10.1 During the term of this agreement, the *Association* agrees that there shall be no strikes and the *Corporation* agrees that there shall be no lock-outs.
- 10.2 In the event that work disruptions, whether internal or external to the *Corporation*, initiate a change in mail processing procedures, *consultation* will take place at the National level to assess the impact on the *bargaining unit*.

ARTICLE 11

DURATION AND RENEWAL

- 11.1 This Agreement may be amended during its term by mutual agreement of the parties.
- *11.2 Unless otherwise expressly stipulated, this Agreement shall become effective on the date it is signed and shall remain in effect until March 31, 2014.
- 11.3 Either party desiring to propose changes or amendments to this Agreement shall, within a period of four (4) months prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within twenty (20) *days* after such notice by one party the other party is required to enter into negotiations.
- 11.4 If the parties are unable to reach a negotiated settlement either party may provide notice to the other party of its intention to refer all outstanding matters to a mutually agreed upon arbitrator for final offer selection arbitration, and neither party will have recourse to their respective right to strike or lockout.
- 11.5 If the parties are unable to agree to an arbitrator within ten (10) *days* of the notice given pursuant to Clause 11.4, either party may apply to the Minister of Labour to appoint an arbitrator.
- 11.6 The parties will simultaneously submit, in writing, their respective final offers to the arbitrator within thirty (30) *days* of the notice given pursuant to Clause 11.4. Such offers may not be amended once they have been submitted.

- 11.7** The arbitrator shall, at the request of either party, hear the parties' defense of their respective offers, including any relevant evidence. Any such hearing shall be held no later than ten (10) *days* following submission of final offers.
- 11.8** The arbitrator shall render a decision by selecting one of the offers in its entirety. The arbitrator may not amend the offer he selects.
- 11.9** A decision must be rendered within ten (10) calendar days of submission of the final offers or, if a hearing has been held in accordance with Clause 11.7, within ten (10) calendar days of the conclusion of the hearing.
- 11.10** The time limits referenced in this Article, as concern the final offer selection process, may be modified upon mutual consent.

PART II – CONSULTATION

ARTICLE 12 **CONSULTATION**

- *12.1** The *Corporation* agrees that the *Association* is one of the key participants in both the planning and implementation phases of corporate change initiatives pertaining to *Association* members. The *Corporation* and the *Association*, as a key participant, subscribe to the principle of joint *consultation* and agree to establish joint *consultation* committees to consult on corporate change initiatives pertaining to *Association* members.
- 12.1.1** The principle of *consultation* means to seek information, advice and views from others and does not imply unanimous or majority agreement. To be effective, *consultation* must be genuine and permit the representatives of both parties adequate opportunity to comment and suggest changes.
- 12.1.2** A joint *consultation* committee provides a less constrained, yet official channel of two-way communication between both parties so as to develop a positive climate, conducive to the discussion and where possible, the resolution of problems.
- 12.1.3** Nothing in this Article precludes meeting outside the framework of the joint *consultation* process, to discuss matters of immediate concern.
- 12.2** It is the desire of the parties that joint *consultation* committees discuss matters of mutual interest and submit recommendations to the appropriate level of management. In applying this principle, it is agreed that:
- 12.2.1** no recommendations by the committee, nor commitments by either party, shall be made which would be in conflict with the provisions of this Agreement;
- 12.2.2** committees shall not deal with *grievances* which are in the course of being processed in the *grievance* procedure.
- 12.3** Joint *consultation* committees shall be established as follows:
- 12.3.1** a national committee consisting of the members of the National Executive of the *Association* and national representatives of the *Corporation*. Should either party require additional representatives to address an issue at a meeting, they shall notify the other party beforehand;

- 12.3.2** divisional/regional committees of up to four (4) *Association representatives* and up to an equal number of divisional/regional representatives of the *Corporation*. In the application of this Clause either the *Divisional Vice-President(s)* of the *Association* or his authorized representative shall be in attendance and either the *General Manager*, Mail Operations or his authorized representative shall be in attendance;
- 12.3.3** notwithstanding Sub-Clause 12.3.2 above each *branch* of the *Association* within the *Division/region* will be entitled to one representative;
- 12.3.4** local committees consisting of up to five (5) representatives of the *Association* and up to an equal number of representatives of the *Corporation* in any Post Office or postal area where, in the opinion of the National Committee, such action is deemed advisable.
- 12.4** The parties agree that matters having a local or divisional/regional application should normally be discussed and the discussion finalized at the appropriate level before being referred to the Committee at the next higher level.
- *12.5** *Association/management consultation* committees shall determine their own procedure relative to the conduct of meetings giving due regard to the *Corporation's* policy on *consultation*. **The Corporation shall endeavor to provide draft copies of minutes of each meeting to all members of the committee, the *Divisional Vice-President* of the *Association* and the *National Office of the Association* within two (2) weeks of the date that the meeting is held.**
- 12.6** By mutual agreement of the *Association* and the *Corporation* representatives, additional persons may attend meetings of the national, divisional/regional or local committees.
- 12.7** Where operational requirements permit, the *Corporation* will grant leave without pay to *Association representatives* forming the membership of the national committee in order that they may attend meetings of the national committee.
- 12.7.1** During a period of leave granted in accordance with Clause 12.7, the *Corporation* will grant one (1) day *leave with pay* to each *Divisional Vice-President* for the purpose of national *consultation* with the *Corporation*. Each *Divisional Vice-President* will be granted up to a maximum of three (3) days paid leave per calendar year.

12.8 Where operational requirements permit, the *Corporation* will grant *time off with pay*, up to a maximum of one (1) *shift*, to *Association* representatives forming the membership of a divisional/regional committee or a committee formed in a postal area in order that they may attend meetings of such committees.

12.8.1 Where, because of travel requirements, attendance at such meetings requires *employees* who are *Association representatives* to be absent from their normal place of duty for more than one regularly scheduled *shift*, reasonable travel time shall be allowed with no loss of regular pay.

12.9 Where operational requirements permit, the *Corporation* will grant *time off with pay* to *Association representatives* forming the membership of a local committee in order that they may attend meetings of a local committee when such meetings are held in the *headquarters area* of the *employees* concerned.

12.10 Meetings of a local committee, as in Clause 12.9 above, will be scheduled at a time which will allow an *Association representative* a ten (10) consecutive hour period between the end of his regular *shift* and the commencement of the meeting, or between the end of the meeting and the commencement of his regular *shift*.

12.11 The *Corporation*, when it is not possible to so schedule a meeting of a local committee, will allow the *Association representative* affected sufficient *time off with pay* at the beginning or end of his regular *shift*, as appropriate, in order to meet the requirement specified in Clause 12.10 above.

12.12 Any planned operational change at a local level or divisional/regional level that requires *consultation* with other bargaining units, and which will affect the working conditions of *Association* members, shall be discussed with the affected members and the *Association representative* at the appropriate level prior to *consultation* with other bargaining units. The *Association* shall be advised at the National level of any proposals which will affect the working conditions of *Association* members, prior to national *consultation* with other bargaining units.

12.13 **Local Agreements**

Any signed agreements arising from local *consultation* under the preceding Clauses 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:

12.13.1 the local agreement shall not contradict this Agreement;

- 12.13.2** the local agreement shall require the written approval of the authorized national official of the *Association* and of an authorized national representative of the *Corporation*. After approval at the National level, the local agreement may be the subject of a *grievance*;
- 12.13.3** Notwithstanding Sub-Clause 12.13.2, when this Agreement specifically provides for local *consultation*, the local agreement arising from such *consultation* will not require written approval of the authorized *National Executive Officer* of the *Association* and of an authorized national representative of the *Corporation* in order to be binding on the parties;
- 12.13.4** the local agreement may at any time be rescinded by either party with a thirty (30) *day* written notification, and either party can ask for *consultation* within that thirty (30) *day* period.
- 12.14** Should an arbitrator determine that the principles of *consultation* as defined in Sub-Clause 12.1.1 have not been met, the arbitrator has the power, among other remedies, where he deems it appropriate, to require the *Corporation* to rescind the disputed decision and restore the situation prevailing prior to the disputed decision or action.

ARTICLE 13

TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES

- 13.1** The *Corporation* will consult in a meaningful and constructive manner with the bargaining agent in order to find mutually satisfactory arrangements to minimize the effects on members of the *bargaining unit* of any proposed technological, operational or organizational changes which would affect the size of the work force or working conditions of members of the *bargaining unit* in effect at the date of the signing.
- 13.2** The *Corporation* will advise the *Association* in writing at least one hundred and twenty (120) calendar days in advance of proposed technological and mechanization changes as well as resultant changes in operating methods, and provide the opportunity for *consultation* and discussion.
- 13.3** In this Agreement "*technological change*" means the national introduction or implementation of *technological change*, changes in mechanization, or resultant changes in operating methods that might affect one or more *employees*.

13.4 In the introduction of *technological change*, or resultant changes in operating methods, the *Corporation* will seek ways and means of minimizing adverse effects on regular *employees* which might result from such changes.

13.5 The *Corporation* will provide the following guarantees and job security as provided in Article 44, to regular *employees* who are employed in the *bargaining unit* on the date of signing of this Agreement, who are affected by *technological change* or resultant changes in operating methods.

13.5.1 Guaranteed Employment: The *Corporation* guarantees *continuous employment* to all regular *employees* covered by this Agreement until the signing of the next collective agreement between the parties.

13.5.2 Guaranteed Classification Level: For the period of *continuous employment* guaranteed in Sub-Clause 13.5.1, a regular *employee* shall retain his *classification level* and the corresponding salary, regardless of any reassignment to other duties or, any re-evaluation of the duties performed by the regular *employee* at a lower level.

13.5.3 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 Agreement for the full period of *continuous employment* guaranteed in Sub-Clause 13.5.1 above.

13.5.4 Displacement: When a regular *employee* is transferred permanently from one working place to another, he shall be entitled to a lump sum compensation of two hundred dollars (\$200.00) or four hundred dollars (\$400.00) as the distance between his residence at the time of the transfer and his new working place has increased by three point two one eight six kilometers (3.2186 km) [two miles] or six point four three seven two kilometers (6.4372 km) [four miles] respectively.

13.6 The *Corporation* will advise the *Divisional Vice-President* of the *Association* in writing at least forty-five (45) calendar days in advance of operational and organizational changes affecting his specific geographical area and also provide the opportunity for *consultation* and discussion. A copy of the notice will be provided to the *National Office of the Association*.

13.6.1 Notwithstanding the above, in the case of operational and organizational changes initiated at the National level of the

Corporation, the notification referred to in Clause 13.6 shall be given solely to the *National Office of the Association*.

- 13.7** In the application of Clauses 13.2 and 13.6 above, the *Corporation* will make every effort to supply the *Association* with all relevant information such as locations, approximate dates, and approximate numbers and functions of *employees* likely to be affected.

PART III – DISPUTE RESOLUTION

ARTICLE 14

DISCIPLINE

- *14.1** The *Corporation* must advise an *employee*, twenty-four (24) hours in advance of a disciplinary interview or disciplinary counseling session and indicate the purpose of the meeting, including whether it involves the *employee's* personal file. **The *Corporation* shall advise the *branch of the Association*, and should also advise the *Divisional Vice-President*, twenty-four (24) hours in advance of a disciplinary interview or disciplinary counseling session by way of electronic transmission. The *Divisional Vice-President* may request in writing an extension of the twenty-four (24) hours in advance of a disciplinary interview or disciplinary counseling session. If the above twenty-four (24) hours is extended by mutual agreement, the time line in Clause 14.3 will also be extended.**

The *Corporation* must remind the *employee* of his right to have an *Association representative* accompany him. If the *employee* fails to appear for the interview, or does not explain his inability to do so, the *Corporation* and the *Association representative* may proceed with the hearing.

- 14.2** In normal circumstances, interviews with *employees* should take place prior to disciplinary reports, letters or documents being placed on an *employee's* file. **The *Corporation* should advise the *Divisional Vice-President* when proceeding without having an interview, prior to placing disciplinary reports, letter or documents on an *employee's* file.**

- 14.3** There must be only one personal file for each *employee*. No disciplinary report or document relating to an *employee's* conduct or performance shall be placed on that file or constitute a part thereof unless a copy of the said report or document is given to the *employee* within ten (10) *days* after the date of the alleged infraction or of its coming to the attention of the *Corporation*. No report or document relating to an *employee's* conduct or performance may be used against him in the *grievance* procedure or at arbitration unless such a report or document is part of the *employee's* personal file. The *Corporation* must not introduce at any hearing any report or document from the file of the *employee* of which the *employee* was not aware at the time of filing. The final decision of the *Corporation* with respect to the incident will be made within the ten (10) *day* period referred to above. **If a disciplinary report or document relating to an *employee's* conduct or performance is placed on**

the *employee's* file, the *Corporation* should send a copy to the *Divisional Vice-President*.

- 14.4** Upon written request of an *employee*, the personal file of that *employee* shall be made available for his and/or his representative's examination in the presence of an authorized representative of the *Corporation*.
- 14.5** Reports relating to an offence will be removed from the *employee's* file twelve (12) months from the date of the offence.
- 14.6** There shall be no suspension without pay imposed on an *employee* as a disciplinary measure. If the *Corporation* decides to discipline an *employee*, it shall be either in the form of a letter of reprimand, suspension with pay or discharge. In the case of a letter of reprimand, the principle of progressive discipline shall apply and the *Corporation* shall indicate in the letter what will be the next step in the progression of discipline, if any.
- 14.7** Nothing in this Article prohibits the *Corporation*, in instances of major culpable misconduct, from discharging an *employee* without the *employee* having first received letter(s) of reprimand or a suspension with pay.
- 14.8** Furthermore, the *Corporation* retains the right to remove an *employee* from work with pay while conducting an investigation for any offence. In such a case, the *Association* will be informed that the *Corporation* has taken such action, and notwithstanding the provisions of Clause 14.3, the *Corporation* must make its final decision within fifteen (15) *days* after the date of the alleged infraction or of its coming to the attention of the *Corporation*.
- 14.9** The rights and principles in Clauses 14.1 and 14.2 shall be applied to an interview between an *employee* and a Postal Inspector. In circumstances where Postal Inspectors are investigating alleged criminal offenses against the *Corporation* and possible evidence can be destroyed, the notice period in Clause 14.1 will be waived. However, the *Corporation* will permit an *Association representative* to accompany the arrested or detained *employee* in any interrogation by Postal Inspectors that may take place in order to ensure that the *employee* is treated fairly, and that no undue influence or *harassment* is practiced. The *Association representative* shall not impede the progress of the interrogation. Furthermore an *employee's* resignation will not be accepted until the *Association representative* is advised.

- 14.10 In the case of discharge and discipline the burden of proof of just cause shall rest with the *Corporation*. Evidence shall be limited to the grounds stated in the discharge or disciplinary notice to the *employee*.

ARTICLE 15

GRIEVANCE PROCEDURE

- 15.1 For the purposes of the following *grievance* and arbitration provisions, a *grievance* shall be defined as any difference between the parties arising out of the interpretation, application, administration or alleged violation of this Agreement.

15.2 **Complaint Stage**

Before presenting a *grievance* through the *Association representative*, *employees* should discuss their complaint with their immediate supervisor or with another local management representative. The management representative must remind the *employee* of the right to have an *Association representative* accompany the *employee* during such discussion.

15.3 **Individual and Group Grievances**

An *employee* or a group of *employees*, who feels aggrieved by an action or a lack of action or unjust treatment by the *Corporation*, may submit a *grievance* in writing to an *Association representative*. An *Association representative* may also submit a *grievance* on behalf of one or more *employees*, alleging a violation regarding the application or administration of this Agreement. The *Association representative* shall present *grievances* in the manner prescribed hereafter.

15.4 **Step 1**

15.4.1 All individual *grievances* shall be submitted by the *Association representative* to the grievor's immediate supervisor or, in his absence, his authorized representative, not later than the twenty-fifth (25th) *day* after the date on which the aggrieved *employee* was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the *grievance*.

15.4.2 All group *grievances* shall be submitted by the *Association representative* to the grievors' immediate supervisor or, in his absence, his authorized representative, not later than the fortieth (40th) *day* after the date on which the first (1st) *employee* of the aggrieved *employees* was notified in writing or otherwise first became aware of the action or circumstances giving rise to the *grievance*.

15.4.3 Notwithstanding Sub-Clause 15.4.2, all group *grievances* concerning more than one (1) Corporate *Division*/region shall be submitted to the General Manager of Labour Relations, within the same time limits provided for in Sub-Clause 15.4.2.

15.5

Step 2

***15.5.1** Once submitted in accordance with Clause 15.4, all individual and group *grievances* shall be heard by an authorized representative of the *Corporation* **other than the management representative who was involved in the Complaint Stage as per Clause 15.2**, and for the *Association*, by the *Association* representative.

15.5.2 Notwithstanding Sub-Clause 15.5.1, all individual *grievances* relating to discharges, the removal of an *employee* from work, with pay, or separation of *employees* for any reason shall be heard for the *Corporation* by the *General Manager* or his authorized representative, and for the *Association* by the *Divisional Vice-President*.

15.5.3 Notwithstanding Sub-Clause 15.5.1, all group *grievances* concerning more than one (1) Corporate *Division*/region shall be heard for the *Corporation* by the General Manager of Labour Relations or his senior delegate and for the *Association* by a *National Executive Officer*.

15.5.4 The *Corporation* must hold a hearing with the *Association* and reply in writing to the *grievance* within twenty (20) *days* following receipt of the *grievance*, unless otherwise agreed to extend the time limits.

15.5.5 When the *Corporation's* representative denies a *grievance*, the reply shall include the reasons for the denial of the *grievance*, and the *Corporation* shall forward to the appropriate *Association* representative a copy of the *Corporation's* decision at the same time the *Corporation's* decision is conveyed to the *employee(s)* on whose behalf the *grievance* was filed.

15.6

Policy Grievances

15.6.1 A policy *grievance* may be submitted in writing by a *National Executive Officer* of the *Association* or a National representative of the *Corporation* alleging a disagreement between the *Corporation* and the *Association* concerning the interpretation or the application of this Agreement, including complaints against directives, policies, communications and regulations before or after they become applicable.

- 15.6.2** All policy *grievances* and all *grievances* relating to job evaluation issues shall be submitted, by the *Association* to the General Manager of Labour Relations or his authorized representative, and by the *Corporation* to a *National Executive Officer* of the *Association*, not later than the twenty-fifth (25th) *day* after the date on which the *Association* or the *Corporation* first became aware of the action or the circumstances giving rise to the *grievance*.
- 15.6.3** All policy *grievances* and all *grievances* relating to job evaluation issues shall be heard for the *Corporation* by the General Manager of Labour Relations or his senior delegate, and for the *Association* by a *National Executive Officer*.
- 15.6.4** The *Association* or the *Corporation*, as applicable, must hold a hearing and reply in writing to the policy *grievance* within twenty (20) *days* following receipt of the *grievance*, unless otherwise agreed to extend the time limits.

15.7 **Authorized Representatives**

- 15.7.1** All *employees* or group of *employees* who submit a *grievance* shall be represented by an *Association representative* when the *grievance* is being discussed at any step of the *grievance* procedure.
- 15.7.2** The *Association* and the *Corporation* shall notify each other in writing of the names and areas of jurisdiction of the representatives authorized to represent each party in the presentation of *grievances* at each step, and shall promptly notify each other in writing of changes in the names.
- 15.7.3** The *Association representative* shall not be prevented or impeded in any way in the performance of his *Association duties* while investigating a complaint or representing *employees* in accordance with the provisions of this Article.

15.8 **Time-Limits**

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

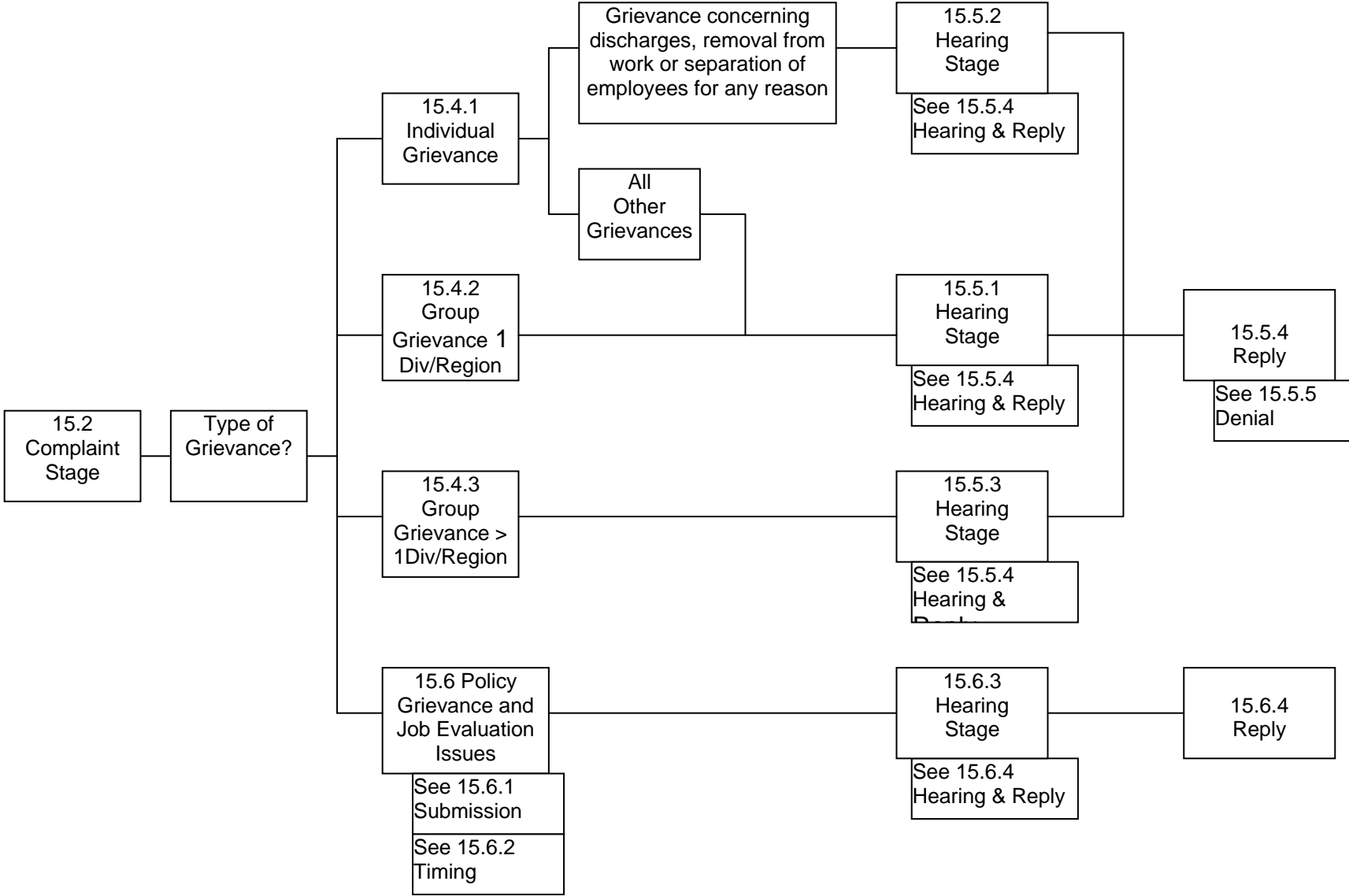
15.9 **Distribution**

Grievances submitted at either level of the *grievance* procedure, and replies thereto, shall be distributed forthwith by the *Corporation* as follows:

- copy 1 to management
- copy 2 to management

- copy 3 to *National Office of the Association*
- copy 4 to *Divisional Vice-President of the Association*
- copy 5 to *branch of the Association*
- copy 6 to the *employee*

Flowchart of Article 15 - Grievance Procedure



"Flowcharts in this Agreement are for reference only, shall not be considered part of this Agreement and shall not affect the application or interpretation of this Agreement."

ARTICLE 16

ARBITRATION

- 16.1** After exhausting the provisions of the *grievance* procedure, either of the parties may notify the other party in writing within thirty (30) *days* of the reply, or if there is no reply, within thirty (30) *days* after the expiration of the time limits to provide a reply, of its intention to submit a *grievance* to arbitration, either expedited or formal.
- 16.1.1** All *grievances* described in Sub-Clauses 15.5.1 and 15.5.2 shall be referred to arbitration by the *Divisional Vice-President* of the *Association* to the *Corporate Division/region*.
- 16.1.2** All *grievances* described in Sub-Clauses 15.5.3, 15.6.1 and 15.6.2 shall be referred to arbitration by the *National Executive Officer* of the *Association* to the *General Manager of Labour Relations*.
- 16.2** A *grievance* referred to arbitration shall be determined by a mutually acceptable arbitrator who shall have all of the powers described in Part I of the Canada Labour Code.
- 16.3** In respect of the cost of arbitration of *grievances*, the *Corporation* and the *Association* shall share equally the fee and expenses of the sole arbitrator.
- 16.4** A list of agreed-upon sole arbitrators for each geographical area to whom *grievances* may be referred will be attached as Appendix "C". In the event that none of the arbitrators agreed to by the parties is able to hear the *grievance* within thirty (30) *days* of the referral to arbitration, the parties will meet and agree on another arbitrator. In the event that the parties cannot agree on a substitute arbitrator within seven (7) *days*, either party may apply to the Minister of Labour who shall appoint an arbitrator.
- 16.5** In the application of this Article, it is the intention of the parties that as many *grievances* as possible be heard within the expedited arbitration process. Therefore, all *grievances* shall be referred to expedited arbitration save and except the following:
- 16.5.1** *grievances* relating to a job evaluation issue, the interpretation of this Agreement, the removal of an *employee* from work with pay, a discharge or any separation of employment, group *grievances* concerning more than one *Division*, and policy *grievances* shall be referred to formal arbitration;
- 16.5.2** any unresolved *grievance(s)* on disciplinary measure(s) previously imposed on an *employee* whose discharge or

separation is referred to formal arbitration will be referred together to formal arbitration.

Notwithstanding the above, the parties may, by mutual agreement, refer any *grievance* to the expedited or formal arbitration process. In the event that a request for a particular *grievance* to be heard at expedited or formal arbitration becomes a source of dispute, such request will be dealt with by the parties at the National level.

16.6 **As soon as possible prior to the date of hearing, each party will forward to the other party a copy of the documents that it intends to rely on at that time.**

16.7 **Scheduling of Formal Arbitrations**

Subject to the other provisions of this Article, the choice of an arbitrator will be made as indicated below after notice has been received to proceed to arbitration with a *grievance*.

16.7.1 The *Divisional Vice-President* of the *Association* and the authorized representative of the *Corporation* shall confer on the first (1st) Tuesday of the month to establish a list of *grievances* as referred to in Sub-Clauses 15.5.1 and 15.5.2 and referred to formal arbitration.

16.7.2 The above-mentioned list shall be drawn up according to the date of referral to arbitration giving priority to discharge *grievances*. Each representative will alternate choosing an arbitrator from the list contained in Appendix "C", until an arbitrator has been assigned to each *grievance*.

16.7.3 The *Association* Representative and the authorized representative of the *Corporation* at the National level shall confer at the request of the other party to establish a list of *grievances* as referred to in Sub-Clauses 15.5.3, 15.6.1 and 15.6.2 and referred to formal arbitration.

16.7.4 The above mentioned list shall be drawn up according to the date of referral to arbitration giving priority to national policy *grievances*. Each representative will alternate choosing an arbitrator from the appropriate list of arbitrators contained in Appendix "C", until an arbitrator has been assigned to each *grievance*.

16.8 The arbitrator must hand down a written decision within sixty (60) *days* of the date of the hearing.

16.9 In all cases of discipline or discharge, the arbitrator shall have the authority to rescind or to reduce such discipline or discharge as it seems just and reasonable in the circumstances.

16.10 **Expedited Arbitration**

As an alternative to the formal arbitration process set out in the foregoing paragraphs, a *grievance* may be referred to a previously agreed-upon person who shall hear the *grievance* and who shall at the conclusion of the hearing, give a decision immediately. Such decisions may not be used to alter, modify or amend any part of this Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that *grievance* by any means whatsoever.

16.10.1 Within thirty (30) *days* from the date of signing of this Agreement the *Association representative* and the authorized representative of the *Corporation* at the Divisional level will select a mutually agreed to person from the Divisional list of arbitrators contained in Appendix "C" to hear *grievances* referred to expedited arbitration within the geographical limits of each Divisional Headquarters.

16.10.2 To maintain the efficiency of this expedited process, the parties in each *Division* shall schedule a minimum of one (1) day of arbitration every three (3) months, except in those *Divisions* where the parties deem it necessary to schedule the arbitrator more frequently.

16.10.3 The *Corporation* and the *Association* shall share equally the fee and expenses of the persons selected to hear the expedited arbitration cases.

16.10.4 The parties agree not to use practicing lawyers to argue a case at expedited arbitration.

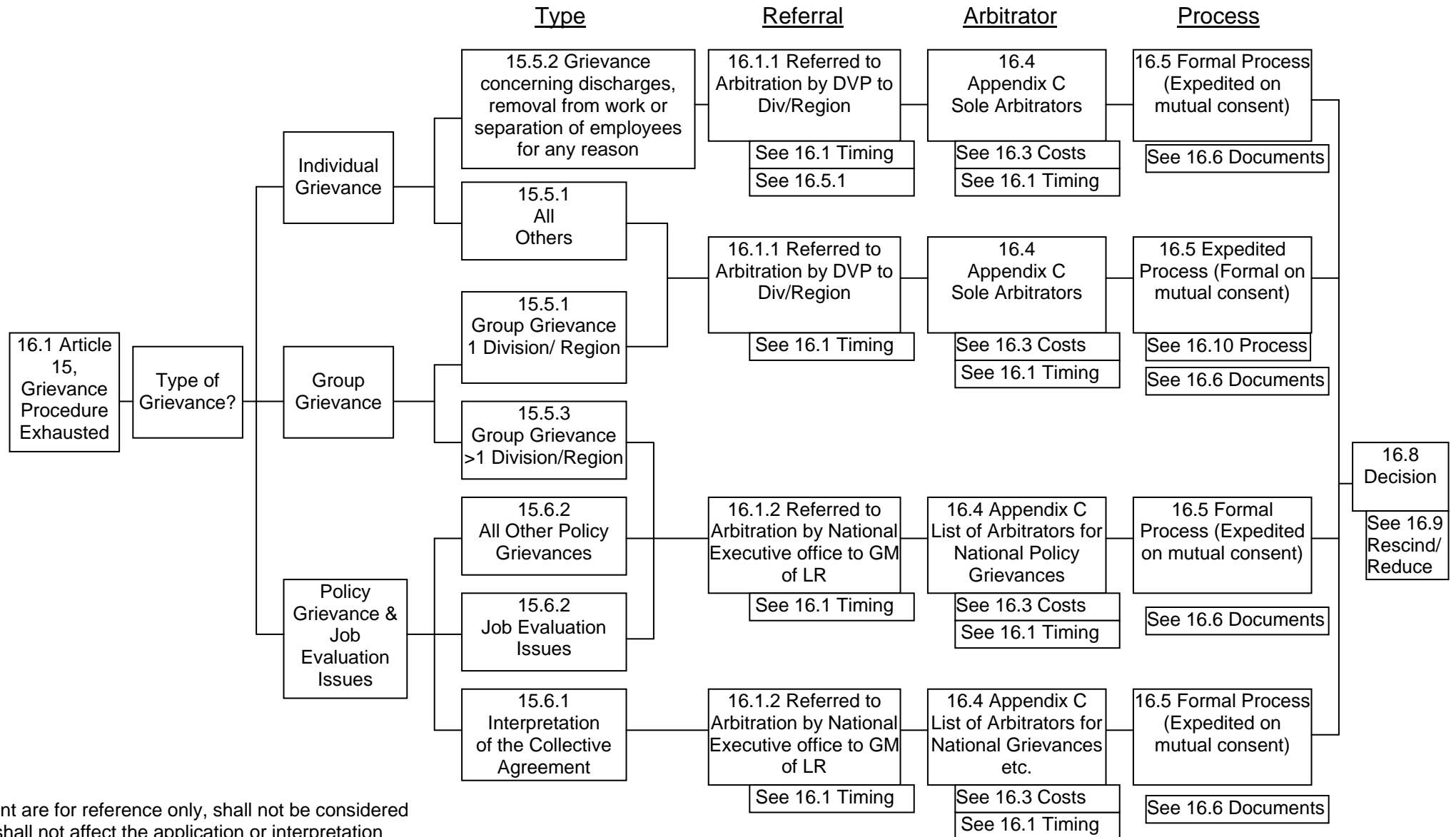
16.11 The *Association* shall forward to the *Corporation's* Area Managers of Labour Relations a list of the *grievances* to be heard on the day or days scheduled for the hearing of *grievances* according to the expedited arbitration procedure. The aforementioned list shall be forwarded to the *Corporation* no later than twenty (20) *days* in advance of the hearing unless otherwise mutually agreed.

16.12 By exception, a party may call one (1) witness at an expedited arbitration hearing if the *grievance* concerns an *employee's* performance appraisal, a suspension in excess of five (5) days or any other *grievance* where the parties mutually agree to call a witness.

16.13 If a *grievance* is submitted by any other bargaining unit within the *Corporation* that may affect the jurisdiction of the *Association*, the *Corporation* will advise the *Association* as soon as possible and provide all relevant information available at the time.

- 16.14** The *Corporation* agrees to inform the local representative, **the Divisional Vice-President, and the National Office** of the *Association*, of the action taken to implement the redress of a sustained *grievance* or arbitration award.

Flowchart of Article 16 - Arbitration



"Flowcharts in this Agreement are for reference only, shall not be considered part of this Agreement and shall not affect the application or interpretation of this Agreement."

PART IV – HOURS OF WORK AND PAY

ARTICLE 17

HOURS OF WORK

- 17.1** The normal hours of work for a full-time *employee* will be forty (40) hours, eight (8) hours per day, five (5) days per week with a half (½) hour paid lunch period each day. The work week extends from Sunday to Saturday inclusive.
- 17.2** Time off for a meal for full-time *employees* shall be as close as possible to mid-*shift* and shall be for a minimum of one-half (½) hour.
- 17.3** Full-time *employees* shall be allowed a rest period of fifteen (15) minutes in the first (1st) as well as in the second (2nd) half of each *shift*. These rest periods shall be taken during the hours specified in Clauses 17.1 and 17.5 and are therefore paid.
- 17.4** *Employees* will continue to be able to care for their health as reasonably required.
- 17.5** An *employee's shift* shall be scheduled within a nine and one-half (9½) hour period.
- 17.6** An individual's *shift* hours and/or days of work will not be changed by the *Corporation* except for reasons beyond its control. Changes that are not of an emergency nature and are within the control of the *Corporation* shall be subject to local *consultation*. Where less than forty-eight (48) hours advance notice is given, all hours worked by the *employee* on the first scheduled *shift* following the change will be paid for at the rate of time and one-half (1½) the *employee's* regular rate. Any return to the *employee's* previous hours and/or days of work will not be considered a change subject to premium pay under this Clause, unless the return is delayed beyond ten (10) *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:
- 17.6.1** is consistent with an *employee's* request;
 - *17.6.2** is occasioned by the application of another provision of this Agreement, other than Clause 43.52;
 - 17.6.3** involves an *employee* acting as a replacement where such replacement function is an integral part of that *employee's* duties. In such cases, under normal circumstances, there should be a minimum of eight (8) hours between *shift* assignments;
 - 17.6.4** involves the assignment of a *relief supervisor* on a regular *shift* or a *section*. This will be the subject of local *consultation*.

17.7 Where an unbroken series of regularly scheduled hours worked by an *employee* commencing at or after 21:00 hours falls on two (2) consecutive days, all hours will be deemed to have been worked on the following day. Where such a series of regularly scheduled hours commences before 21:00 hours, all hours will be deemed to have been worked on the day on which the series commenced.

17.8 Nothing in this Article shall be construed as guaranteeing an *employee* minimum or maximum hours of work.

17.9 **Part-Time Employees**

The normal regular scheduled hours of work of a part-time *employee* shall normally be at least sixteen (16) hours per week and shall not exceed an average of thirty (30) hours per week over a *fiscal year*.

17.9.1 Any extension of the regular scheduled hours of work of a part-time *employee* shall be by *seniority* on a voluntary basis.

17.9.2 In the application of Sub-Clause 17.9.1 any extension of hours shall first be offered to the part-time *employee* who normally performs the work on which the extension of hours is required.

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

17.10 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.

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

17.11.1 they shall be entitled to a paid rest period of fifteen (15) minutes taken during regular working hours;

17.11.2 they shall be entitled to take a meal period of not less than one-half ($\frac{1}{2}$) hour's duration, fifteen (15) minutes of which shall be taken during regular working hours;

17.11.3 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.

17.12 Where part-time *employees* are required to work for a continuous period of eight (8) hours, inclusive of a one-half ($\frac{1}{2}$) hour paid lunch period, they shall be entitled to the benefits provided for in Clauses 17.1, 17.2 and 17.3.

17.13 The extension of hours of a part-time *employee* either before and/or after his assigned hours does not constitute a change in *shift* hours as referred to in Clause 17.6.

17.14 On written request, the *Corporation* shall furnish the *branch* of the *Association* with a statement of all part-time hours worked by position on a monthly basis.

17.15 Where the hours of work for a part-time *employee*, excluding time spent on training or projects, exceed an average of thirty (30) hours a week over a *fiscal year*, the part-time position shall be converted to a full-time position after a review of the circumstances by the parties.

17.16 **Flexible Hours**

Notwithstanding anything to the contrary in this Agreement, an *employee* may be granted flexible hours provided 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 supervisor.

17.16.1 However, where flexible hours of work are required by the *Corporation* but its implementation is not resolved to the satisfaction of the *Corporation* and the *employee*, the matter will be referred to and resolved through meaningful *consultation* at the national level.

***17.16.2** Notwithstanding the above, the parties recognize that the practices governing flexible hours of work in effect prior to the signing of this Agreement shall continue, unless modified by the operation of Appendix F.

17.17 **Days of Rest on Night Shift**

Days of rest on night *shift* shall be consecutive. In exceptional circumstances, where operational requirements do not permit consecutive *days of rest*, the *rotation day schedules* shall be subject to local *consultation*.

ARTICLE 18

PAY

18.1 Where an *employee* is required to perform the duties of a position at a higher *classification level*, he shall receive acting pay for each full *shift* worked as though he had been promoted to the higher *classification level*.

- 18.2** Subject to the provisions of this Article, an *employee* is entitled to be paid for services rendered at the rate specified for his *classification level* in Appendix "A".
- 18.3** The rates of pay in Appendix "A" shall apply to each *employee* on strength as of the date of the signing of this Agreement.
- *18.4** The rates of pay in Appendix "A" shall also apply to an *employee* on strength on April 1, **2009**, who, between April 1, **2009**, and the date of signing of this Agreement, retired, or was laid off or died.
- 18.5** An *employee* whose *classification level* changed during the retroactive period by way of *promotion*, transfer or *demotion* either imposed or voluntary shall be paid at the revised rate in accordance with his revised *classification level* during the retroactive period.
- 18.6** The retroactive pay entitlements shall be paid within ninety (90) *days* of the signing of this Agreement and shall be considered as remuneration for the purpose of the Canada Post Corporation Pension Plan.
- 18.7** Where an *employee* dies, his rate of pay immediately prior to death shall accrue up to the end of the month in which the death occurs. The salary so accrued, if not paid to the *employee* as of the date of his death, shall be paid to his estate.
- 18.8** Where an *employee* is promoted, he shall receive a minimum increase of five percent (5%) of his former rate subject to the maximum rate of the new *classification level*.
- 18.8.1** The *Corporation* has the discretion to pay a newly hired *employee* at any rate within the salary range for his *classification level*.
- 18.9** **Rate of Pay on Demotion**
- Where an *employee* is demoted, he shall be paid a lower rate of pay to be determined by the *Corporation* within the salary range of his new *classification level*.
- 18.10** **Rate of Pay on Voluntary Reversion**
- Where an *employee* reverts voluntarily, he shall be paid his current rate if it is within the new salary range. Where his current rate is greater than the maximum in the new *classification level*, he shall be paid at the maximum of the new *classification level*.

18.11 **Pay Progression**

Except for an *employee* to whom Sub-Clauses 18.11.3, 18.11.4 or Clause 44.23 apply, an *employee* shall be granted pay progressions until such time as he reaches the maximum of his *classification level*.

18.11.1 The pay progression shall be a two percent (2%) increase in his rate of pay.

18.11.2 The pay progression date for all *employees* is the first (1st) day of the first pay period in July of each year, except for those *employees* who are initially appointed or promoted between April 1 and June 30 inclusive, of each year. The pay progression date for those *employees* will be the first (1st) day of the first (1st) pay period in July of the following year.

18.11.3 Subject to Sub-Clause 18.11.4 below, the *Corporation* may withhold a pay progression from an *employee* if, in its opinion, the *employee* is not performing the duties of his position in a *commendable* manner.

18.11.4 The *Corporation* shall, at least two (2) months prior to the due date of the pay progression to the *employee*, give the *employee* notice in writing of its intention to withhold a pay progression from him.

18.11.5 The *Corporation* shall, at its discretion, grant a pay progression amount in excess of the normal amount, if in its opinion, the *employee* is performing the duties of the position in a more than *commendable* manner.

18.11.6 If an *employee's* pay progression date coincides with a salary revision date, the pay progression shall be applied first, and the revision shall be based on that new rate.

18.12 **Acting Pay**

Where an *employee* is promoted to the position for which he is receiving acting pay or to one which, in the opinion of the *Corporation*, corresponds to the duties and responsibilities of the position for which he is receiving acting pay:

18.12.1 the date he commenced acting shall be used to determine when he shall receive his next pay progression in accordance with Sub-Clause 18.11.2; and

18.12.2 if the *employee* should have received a pay progression(s) at his substantive level while acting, that pay progression(s) will be used to determine his rate of pay upon *promotion*.

18.13 An *employee* who returns to his former *classification level* upon termination of an acting assignment shall be paid as if he had remained in that level.

18.14 When due to operational requirements an *employee* is temporarily assigned to a position paying a lower rate, his rate of pay shall not be reduced.

***18.15** **Overpayment**

When an *employee*, through no fault of his own, has been overpaid, the paying office will take the following steps before recovery action is implemented:

- a) advise the *employee* of the intention to recover the overpayment;
- b) provide the *employee* with the reason for the overpayment;
- c) where the amount of the overpayment is in excess of fifty dollars (\$50.00), recovery action shall be limited to ten percent (10%) of the *employee's* pay each pay period until the entire amount is recovered unless the *employee* indicates that they would prefer to repay the amount owed at a greater percentage.

Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.

***18.16** **Cost of Living Allowance**

Effective April 1, **2009** the cost-of-living allowance based on the Consumer Price Index Canada, all items (1986 = 100) shall be paid quarterly to all regular, temporary and term *employees* (hired for or who complete more than six (6) months of *continuous employment*).

***18.17** The quarters referred to in Clause 18.16 are as follows:

- | | | |
|---------------------|----|-----------------------|
| Apr. 1, 2009 | to | June 30, 2009 |
| July 1, 2009 | to | Sept. 30, 2009 |
| Oct. 1, 2009 | to | Dec. 31, 2009 |
| Jan. 1, 2010 | to | Mar. 31, 2010 |
| Apr. 1, 2010 | to | June 30, 2010 |
| July 1, 2010 | to | Sept. 30, 2010 |
| Oct. 1, 2010 | to | Dec. 31, 2010 |
| Jan. 1, 2011 | to | Mar. 31, 2011 |
| Apr. 1, 2011 | to | June 30, 2011 |

July 1, 2011	to	Sept. 30, 2011
Oct. 1, 2011	to	Dec. 31, 2011
Jan. 1, 2012	to	Mar. 31, 2012
Apr. 1, 2012	to	June 30, 2012
July 1, 2012	to	Sept. 30, 2012
Oct. 1, 2012	to	Dec. 31, 2012
Jan. 1, 2013	to	Mar. 31, 2013
April 1, 2013	to	June 30, 2013
July 1, 2013	to	September 30, 2013
October 1, 2013	to	December 31, 2013
January 1, 2014	to	March 31, 2014

18.18 The allowance will be paid on a cumulative basis of one (1) cent per hour for each full zero point zero eight (0.08) of a point increase above the adjusted Consumer Price Index.

18.19 The allowance will be evaluated on a yearly basis.

***18.9.1** The first payment for the period April 1, **2009** to March 31, **2010** shall become effective when the C.P.I. reaches that index number which is the index published for March **2009** increased by the adjustment factor of six percent (6%). For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the March **2009** Index increased by an adjustment factor of six percent (6%)) 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 Clause 18.18 above.

***18.19.2** The first payment for the period April 1, **2010** to March 31, **2011** shall become effective when the C.P.I. reaches that index number which is the index published for March **2010** increased by the adjustment factor of six percent (6%). For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the March **2010** Index increased by an adjustment factor of six percent (6%)) 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 Clause 18.18 above.

***18.19.3** The first payment for the period April 1, **2011** to March 31, **2012** shall become effective when the C.P.I. reaches that index number which is the index published for March **2011** increased by the adjustment factor of six percent (6%). For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the March **2011** Index increased by an adjustment factor of six percent (6%)) 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 Clause 18.18 above.

***18.19.4** The first payment for the period April 1, **2012** to March 31, **2013** shall become effective when the C.P.I. reaches that index number which is the index published for March **2012** increased by the adjustment factor of six percent (6%). For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the March **2012** Index increased by an adjustment factor of six percent (6%)) 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 Clause 18.18 above.

18.19.5 The first payment for the period April 1, **2013** to March 31, **2014** shall become effective when the C.P.I. reaches that index number which is the index published for March **2013** increased by the adjustment factor of six percent (6%). For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the March **2013** Index increased by an adjustment factor of six percent (6%)) 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 Clause 18.18 above.

***18.20** For the remaining payment(s) the index published at the end of a quarter will be compared with the index published at the end of the previous quarter and paid in accordance with Clause 18.18 above. The final payment will be made for the period up to and including March 31, **2014**.

18.21 All payments shall be made as a lump sum and paid in arrears as set out in Clause 18.18 above. Any allowance paid shall not be incorporated into the basic wage rates and shall not affect any premium rates or superannuation, but shall be included in computing pay for statutory holidays and paid leave.

- 18.22** If there is a decrease in the index at the end of any given quarter to an index point level that is less than the index point level that gave rise in the previous quarter to an allowance, the allowance shall be adjusted downward by one (1) cent for each full zero point zero eight (0.08) of a point decrease.
- 18.23** 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.
- 18.24** 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 subject to amending the above terms of reference.

ARTICLE 19

OVERTIME

- 19.1** “*Overtime*” means work performed by an *employee* in excess of eight (8) hours per day on a scheduled work day and shall be paid for at one and one-half (1½) times his straight time hourly rate of pay and at the rate of double (2) time from the third hour of *overtime* performed on the same day for each completed period of fifteen (15) minutes of *overtime* worked by him.
- 19.1.1** For part-time *employees*, *overtime* shall be paid at the rates provided for in Clause 19.1 above for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, except as provided for in Article 20.
- 19.2** An *employee* required to work more than two (2) hours of *overtime* shall be reimbursed for the cost of a meal in the amount of six dollars and twenty-five cents (\$6.25). Upon completion of three (3) hours of *overtime* a period of one-half (½) hour shall be allowed the *employee* in order that he may take a paid meal break either at or adjacent to his place of work.
- 19.3** Where the *Corporation* requires *employees* to work *overtime* it shall, subject to operational requirements, make every reasonable effort to avoid excessive hours of *overtime* and to allocate opportunities to work *overtime* by *seniority* on an equitable basis among readily available, qualified *employees*.
- 19.4** An *employee* should be notified as far in advance as possible of upcoming *overtime* requirements.

19.5 Posting of Lists

For the purpose of equalizing *opportunity* to perform required *overtime* work, the *Corporation* shall post and maintain lists of *employees* in order of *seniority*, applicable to each postal installation. Such lists shall indicate the *overtime opportunities* offered each *employee*. Where agreed upon locally such lists will not be required, and in such an event, Clause 19.14 shall have no application. Agreement to not employ lists must be in writing.

19.6 Eligibility

Where less than a full complement of *employees* is required to work *overtime*, an available *employee* will be given *equal opportunity* to perform the *overtime* work in accordance with the list on which his name appears.

19.7 Equal Opportunity

Equal opportunity for *overtime* work shall mean that once an appropriate list is established, *overtime* assignments will be offered to available *employees* on the list who have had a fewer number of *overtime opportunities* until sufficient *employees* have been obtained to fulfill the requirements. When there is more than one *employee* who has 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.

19.8 Order of Priority

In the application of Clause 19.7, *overtime* work when required will be offered first, to available full-time *employees* on duty who normally perform the work on which *overtime* is required.

19.8.1 In offices where *equal opportunity lists* are used, in order for an *employee* to be considered as available, he must indicate his name in writing on or before the completion of the lunch period, that he is available for *overtime* that day.

19.8.2 In the event sufficient full-time *employees* are not available, *overtime* shall be offered to qualified part-time *employees* on duty before the *Corporation* assigns full-time *employees* in the ascending order of the appropriate list.

19.8.3 If sufficient *employees* are still not available *overtime* will then be offered to full-time *employees* scheduled to work the next regular *shift* following the *shift* when the *overtime* is required.

19.8.4 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.

19.9 **Modification of Lists**

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

19.9.1 his name shall be placed on the list according to his *seniority*; and

19.9.2 he shall be deemed to have had the same number of *overtime opportunities* as the *employee* on the appropriate list with the most *overtime opportunities*.

19.10 **Opportunity**

An *employee* on the appropriate list when *overtime* is offered shall be deemed to have had an *opportunity* to work *overtime* where the *employee* accepts, where the *employee* refuses, or where the *employee* is absent on leave.

19.10.1 An *overtime opportunity* is any unbroken period of *overtime*.

19.11 **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* where an *employee* has been assigned *overtime* in an ascending order on a list in accordance with Sub-Clause 19.8.4.

19.12 **Alternative Arrangements**

Where the system of allocating *overtime* cannot be adapted to local conditions and alternative arrangements must be made, such arrangements must conform to the principle of *equal opportunity*, and be committed to writing.

19.13 Administration

The administrative details relative to the implementation of these Clauses, including the method of compilation of lists and the manner in which *employees* advise of their availability and are notified of *overtime* shall be established following meaningful *consultation* at the Local level and shall be committed to writing.

19.14 Bypass of Opportunity

19.14.1 Where an *equal opportunity* bypass has been substantiated, the bypassed *employee* will be given an amount of work and be paid at the *overtime* rate equal to the missed *opportunity*. The *Corporation* agrees to give work to the bypassed *employee* that would not otherwise be offered to another *employee* as *equal opportunity overtime*.

The *employee's* immediate supervisor will assign such work within twenty (20) working days. The work will be performed, within the twenty (20) working days, at a time acceptable to the bypassed *employee* and his immediate supervisor. The *employee* then shall be deemed to have had an *overtime opportunity*.

The *employee* shall not unreasonably refuse the work assignment. If the *employee* unreasonably refuses a work assignment, he or she shall be deemed to have had an *overtime opportunity*, and will not be entitled to further relief.

19.14.2 In the event no work is assigned within the twenty (20) working day period specified above, the bypassed *employee* will be paid for an amount of time equivalent to the missed *opportunity*, at the *overtime* rate the *employee* would have been paid had he or she worked the missed *opportunity*. In such a case the *employee* shall be deemed to have had an *overtime opportunity*.

19.15 Itemized Statement

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

19.16 Availability for Overtime on Rest Days and/or Designated Paid Holidays

To be considered as available for *overtime* on an *employee's day(s) of rest* and/or a designated paid holiday(s), an *employee* must indicate in writing, on or before the completion of the lunch period on the day prior to his scheduled *day(s) of rest* or designated paid holiday(s), that he would be available for *overtime* if required.

19.17 **Compensatory Leave**

Subject to operational requirements and when requested beforehand by an *employee*, *overtime*, calculated in accordance with Clause 19.1, may be compensated in compensatory *leave with pay*.

Compensatory leave not used by the end of the *vacation year* in which it was earned, will be carried forward to the next *vacation year*, unless the *employee* requests that it be paid out in cash.

19.17.1 Compensatory leave will be granted at the written request of the *employee* 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) *day* period preceding the commencement of the compensatory leave. This does not preclude the granting of such leave within the five (5) *days* notice subject to operational requirements.

19.17.2 The request for compensatory leave will be acted upon as soon as possible and the granting of such leave will not be unreasonably withheld. If the requesting *employee* has not received notice that the leave has been approved within the five (5) *day* limit, it will be deemed as having been approved.

19.17.3 Compensatory leave not granted in a *vacation year* may be carried over to the next *vacation year*, and every effort will be made by the *Corporation* and the *employee* to liquidate compensatory leave by the end of that *vacation year*.

19.17.4 In the event that it has not been liquidated by the end of that *vacation year*, it will be paid for in cash at the rate of pay in effect on March 31 of the *vacation year* in which the compensatory leave was earned.

ARTICLE 20

WORK ON A DAY OF REST

20.1 An *employee* shall be paid at two (2) times his straight-time hourly rate of pay for all hours worked on a *day of rest*.

20.2 Where an *employee* is required to report to work on a *day of rest*, he shall be guaranteed either a minimum of three (3) hours of work or a minimum of three (3) hours of pay in lieu of work at two (2) times his straight-time hourly rate of pay, subject to his willingness to perform any supervisory work available.

- 20.3** When requested beforehand by an *employee*, work on a *day of rest*, calculated in accordance with Clause 20.1 or 20.2, may be compensated for in compensatory *leave with pay* in accordance with Clause 19.17.
- 20.4** Where *employees* are required to work on a *day of rest*, the principles contained in Article 19 will apply.
- 20.5** When an *employee* is required to work on a *day of rest*, he shall be entitled to rest periods, meal periods, and, where applicable, meal allowance, to which he would normally be entitled on a regular scheduled day of work.
- 20.6** The *Corporation* shall maintain a separate list from the *overtime* list referenced in Clause 19.5, for work on a *day of rest* and designated paid holidays. For greater certainty, there shall be a single list for work on a *day of rest* and designated paid holidays.

ARTICLE 21

CALL-BACK PAY

- 21.1** Where an *employee* is recalled to work on a regular work day after having completed his scheduled hours of work for that day and having left the *Corporation's* premises, he shall be guaranteed either a minimum of three (3) hours of work or a minimum of three (3) hours of pay in lieu of work, at the applicable *overtime* rate, subject to his willingness to perform any supervisory work available.
- 21.2** Where an *employee* is recalled to work under the conditions described in Clause 21.1 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:
- 21.2.1** an allowance at the rate normally paid to an *employee* when authorized by the *Corporation* to use his automobile when the *employee* travels by means of his own automobile; or
 - 21.2.2** out-of-pocket expenses for other means of commercial transportation.
- 21.3** Time spent by the *employee* reporting to work or returning to his residence shall not constitute time worked.
- 21.4** When requested beforehand and by an *employee*, work on call-back, calculated in accordance with Clause 21.1, may be compensated for in compensatory *leave with pay* in accordance with Clause 19.17.

- 21.5 Insofar as possible, work assignments covered by this Article shall be in accordance with the principle of *equal opportunity* as provided in Article 19.

ARTICLE 22

SHIFT DIFFERENTIAL

- *22.1 An *employee* shall receive *shift* differential for all hours worked between 17:00 hours and midnight at the rate of **one dollar and fifteen cents (\$1.15)** per hour.
- *22.2 An *employee* shall receive *shift* differential for all hours worked between midnight and 07:00 hours at the rate of one dollar and **forty cents (\$1.40)** per hour.
- 22.3 Notwithstanding Clauses 22.1 and 22.2 above, where *employees* are paid a *shift* differential for the majority of hours of a regularly scheduled *shift*, they shall be paid this *shift* differential for all hours worked during the *shift*.

ARTICLE 23

WEEKEND PREMIUM

- *23.1 An additional premium of one dollar and **forty cents (\$1.40)** per hour shall be paid to *employees* in respect of all regularly scheduled hours worked by them on Saturday and/or Sunday.

ARTICLE 24

PREMIUM RATES OF PAY

- 24.1 Under no circumstances will premium rates of pay be pyramided.
- 24.2 *Overtime*, *shift* differential and weekend premium shall under normal circumstances be paid in the pay period following the pay period in which the premium was earned.

ARTICLE 25

SEVERANCE PAY

- 25.1 Subject to the Clauses listed below, no *employee* shall be entitled to earn or receive severance pay after September 30, 2005.

- 25.2** *Regular employees* employed on the date of signing of this collective agreement shall be entitled to receive severance pay in an amount equal to one week of regular salary (“regular weekly salary”) for each complete year of *continuous employment* up to September 30, 2005, to a maximum of twenty-eight (28) weeks. If an eligible *employee* has not completed a full year of *continuous employment* on September 30, 2005, the amount payable for the partial year of *continuous employment* shall be pro-rated.
- 25.3** The regular weekly salary referred to in this Article shall be the regular weekly salary for the *employee’s* substantive position as found in Appendix “A”. The regular weekly salary excludes over-time, extended hours, acting, premium, bonus, incentive and any other form of pay or compensation.
- 25.4** Payment to a *regular employee* who is part-time, or whose *continuous employment* includes full-time, part-time, temporary and/or casual employment, will be calculated by reducing his years of part-time, temporary and/or casual *continuous employment* pro rata to the difference between the scheduled weekly hours for his part-time, temporary and/or casual position and the scheduled weekly hours for a full-time position (i.e. 40 hours). An *employee’s* regular weekly salary shall be adjusted to the full-time regular weekly salary solely for the purpose of paying his pro rated *continuous employment* severance pay pursuant to this Clause.
- 25.5** The amount to which a *regular employee* is entitled shall be paid in a single payment, at the *employee’s* discretion, either:
- (a) Within six (6) months of signing this collective agreement, based on the *employee’s* regular weekly salary on September 30, 2005; or
 - (b) At the time of the *employee’s* retirement, based on his regular weekly salary the week prior to his retirement.
- 25.6** If an entitled *employee* elects to receive a payment under Clause 25.5(b) but dies prior to his retirement, his entitlement shall be paid to his estate based on his regular weekly salary at the time of his death.
- 25.7** If an entitled *employee* elects to receive a payment under Clause 25.5(b) but resigns or is released for incapacity prior to his retirement, he shall be paid the amount set out in Clause 25.5(a).

- 25.8** If an entitled *employee* elects to receive a payment under Clause 25.5(b) but is discharged for cause before his retirement, he shall not be entitled to severance pay under this Article or otherwise.
- 25.9** The *Corporation* shall be entitled to recover any money owing by the *employee* to the *Corporation* (due to an overpayment or otherwise) or any money required by law to be collected, from any payment to be made pursuant to this Article.
- 25.10** Any severance pay paid to an *employee* pursuant to this Article shall be deducted from any payment that may be required by law, statutory or otherwise, upon the cessation of employment.
- 25.11** The payment of severance pay pursuant to this Article shall not be deemed to be wages and shall not give rise to any additional entitlements, benefits or allowances.
- 25.12** Notwithstanding any provision in this Article, no *employee* shall receive severance pay for any period of employment for which the *employee* previously received any form of severance pay from the *Corporation* whatsoever and no person shall be paid more than the maximum of twenty-eight (28) weeks of severance pay by the *Corporation*.

PART V - BENEFITS

ARTICLE 26

EMPLOYEE BENEFITS PLANS

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

The *Corporation* agrees that the Extended Health Care Plan (EHCP), as amended from time to time, shall have effect during the term of this Agreement. The *Corporation's* contribution to the "Basic" coverage under the EHCP (excluding the optional expense benefits of the EHCP) shall be ninety-five percent (95%) and the contribution of the *employee* shall be five percent (5%).

26.2 Provincial Medical Insurance Plan

The *Corporation* agrees to continue to contribute to the Provincial Medical Insurance Plan Premium only in premium paying provinces that levied a premium before June 7, 2001 at the rate of seventy percent (70%) of the provincial medical premium.

26.3 Disability Insurance Plan

The parties agree that the present Disability Insurance Plan, as amended from time to time, shall have effect on the *employees* in the *bargaining unit* during the term of this Agreement and that the *Corporation* will continue to contribute to the cost of the plan at the rate in effect on the signing of this Agreement.

***26.4 Dental Plan**

The *Corporation* agrees that the current dental plan will be extended and shall form part of this Agreement. The *Corporation's* contribution shall be ninety-five percent (95%) and the contribution of the *employee* shall be five percent (5%).

***26.4.1** Effective on the date of signing of this Agreement, the **2008** Dental fee guide shall apply.

***26.4.2** Effective April 1, **2010**, the **2009** Dental fee guide shall apply.

***26.4.3** Effective April 1, **2011**, the **2010** Dental fee guide shall apply.

***26.4.4** Effective April 1, **2012**, the **2011** Dental fee guide shall apply.

26.4.5 Effective April 1, **2013** the **2012** Dental fee guide shall apply.

26.5 Hearing and Vision Plan

The hearing and vision plan agreed upon by the parties shall form part of this Agreement, and will remain in force for the term of this Agreement, unless modified by mutual agreement.

26.5.1 The cost of the plan, which will cover all *employees* hired for an indeterminate period of time, will be assumed by the *Corporation*.

***26.5.2** The covered expenses under the vision benefits shall be a maximum of **three** hundred dollars (**\$300**) for each **four** (**4**) year period.

26.6 Post-Retirement Health Care Benefits

***26.6.1** Subject to the other provisions of this Clause, a *retiree* who has **fifteen (15)** years or more of *continuous employment* on the date of retirement shall be covered by the EHCP if he elects to receive post-retirement health care benefits within sixty (60) calendar days of retirement or the date on which he starts to receive a deferred pension.

If no application to receive post-retirement health care benefits is made, the *retiree* will not be eligible to be covered by EHCP. This is a one-time election.

***26.6.2** A *retiree* with less than **fifteen (15)** years of *continuous employment* who is totally disabled and in receipt of a disability pension pursuant to the Canada Post Pension Plan shall also be covered by the EHCP if an application is made as provided for in Sub-Clause 26.6.1 above.

26.6.3 Notwithstanding Sub-Clauses 26.6.1 and 26.6.2 above, an *employee* whose employment is terminated shall not be entitled to EHCP if he defers pension entitlements for more than five (5) years.

26.6.4 If a *retiree* who elected for coverage subsequently notifies the carrier that he wishes to discontinue coverage under Post Retirement Health Care, he will not be eligible to rejoin the plan at a later date.

26.6.5 Subject to Sub-Clause 26.6.6, *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.

- 26.6.6** The *Corporation's* contribution to the "Basic" portion of EHCP (excluding the Optional Expenses Benefits of the EHCP) shall be eighty percent (80%) and the contribution of the *retiree* shall be twenty percent (20%) until January 31, 2006. Effective February 1, 2006, the *Corporation's* contribution to the "Basic" coverage under the EHCP (excluding the optional expense benefits of the EHCP) shall be seventy-five percent (75%) and the contribution of the *retiree* shall be twenty-five percent (25%).

PART VI – LEAVE

ARTICLE 27

DESIGNATED PAID HOLIDAYS

- 27.1** Subject to Clause 27.5, the following days shall be designated as paid holidays for *employees*:
- 27.1.1** New Year's Day;
 - 27.1.2** Good Friday;
 - 27.1.3** Easter Sunday;
 - 27.1.4** the day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
 - 27.1.5** Canada Day;
 - 27.1.6** Labour Day;
 - 27.1.7** the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
 - 27.1.8** Remembrance Day;
 - 27.1.9** Christmas Day;
 - 27.1.10** Boxing Day;
 - 27.1.11** 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 additional day is recognized as a provincial or civic holiday, the first Monday in August; and
 - 27.1.12** any additional federally legislated holiday, when such legislation is passed. This new holiday would not be in lieu of an existing holiday.
- 27.2** No reduction shall be made from the pay of a full-time *employee* who does not work on any of the paid holidays designated in Clause 27.1, provided the *employee* is entitled to receive pay for his full *shift* immediately preceding the holiday or the full *shift* immediately following the holiday.

27.3 **Part-Time Employees**

27.3.1 A part-time *employee* who has been continuously employed for a period of thirty (30) calendar days preceding a holiday and has been entitled to pay for at least fifteen (15) days during this period, shall be entitled to pay for each holiday prescribed in Clause 27.1. An *employee* who is on vacation shall be considered as being entitled to pay for the purposes of this Sub-Clause.

27.3.2 A part-time *employee* who has been continuously employed for a period of thirty (30) calendar days preceding a holiday and has been entitled to pay for at least forty (40) hours during this period, shall be entitled to pay for each holiday prescribed in Clause 27.1 that legally falls on a day on which he is regularly scheduled to work. An *employee* who is on vacation shall be considered as being entitled to pay for the purposes of this Sub-Clause.

27.3.3 In the application of Sub-Clauses 27.3.1 and 27.3.2 above, a part-time *employee* shall be entitled to pay for the holiday based on the average number of hours paid, up to a maximum of eight (8) on the five (5) days he received pay immediately preceding the holiday.

27.4 When an *employee* works on a paid holiday, he shall be paid for all hours worked at two (2) times his straight-time hourly rate of pay in addition to the pay he would have been granted had he not worked on a holiday. The one-half (½) hours paid lunch as described in Clause 17.1, will be considered time worked for the purpose of calculating pay in this Clause.

27.5 When a day designated as a paid holiday under Clause 27.1 coincides with an *employee's day of rest*, the holiday shall be moved to the first (1st) day following the holiday on which the *employee* is either entitled to receive pay or is scheduled to work.

27.6 When a day designated as a paid holiday for an *employee* is moved to another day under the provisions of Clause 27.5:

27.6.1 work performed by an *employee* on the day from which the holiday was moved shall be considered as work performed on a *day of rest*; and

27.6.2 work performed by an *employee* on the day to which the holiday was moved shall be considered as work performed on a holiday.

27.7 When a designated paid holiday or a day to which a holiday has been moved as described in Clause 27.5 coincides with a day of *vacation leave*, a full-time *employee* shall have the following options:

- 27.7.1** the day shall count as a day of *vacation leave* and the *employee* shall be entitled to one (1) day's pay in recognition of the holiday; or
- 27.7.2** the day shall not count as a day of *vacation leave* and the *employee* shall be entitled to another day of *vacation leave* to be taken in accordance with the stipulation of Sub-Clause 29.3.3.
- 27.8** When a designated paid holiday or a day to which a holiday has been moved as described in Clause 27.5 coincides with a day of *leave with pay* other than *vacation leave*, the holiday shall not count as a day of leave.
- 27.9** Where an *employee* is required to report for work on a designated paid holiday, he shall be guaranteed either a minimum of three (3) hours of work, or a minimum of three (3) hours of pay in lieu of work, at two (2) times his straight-time hourly rate of pay in addition to the pay he would have been granted had he not been required to work on the holiday, subject to his willingness to perform any supervisory work available.
- 27.10** The *Corporation* will attempt to schedule hours of work to permit *employees* to finish work earlier on Christmas Eve and New Year's Eve and to employ a minimum of staff on Christmas Day and New Year's Day.
- 27.11** When requested beforehand by an *employee*, work on a designated paid holiday, calculated in accordance with Clause 27.4 or 27.9, may be compensated for in compensatory *leave with pay* in accordance with Clause 19.17.
- 27.12** Work assignments covered by this Article shall be in accordance with the principle of *equal opportunity* as provided in Article 19.

ARTICLE 28

VACATION LEAVE

- 28.1** A full-time *employee* who is entitled to receive pay for at least ten (10) days in each calendar month of a *vacation year* shall earn *vacation leave* at the following rates:
- 28.1.1** three (3) weeks per *vacation year* if he has completed less than seven (7) years of *continuous employment*;
- 28.1.2** four (4) weeks per *vacation year* if he has completed seven (7) years of *continuous employment*;
- 28.1.3** five (5) weeks per *vacation year* if he has completed fourteen (14) years of *continuous employment*;

- 28.1.4** six (6) weeks per *vacation year* if he has completed twenty-one (21) years of *continuous employment*;
- 28.1.5** seven (7) weeks per *vacation year* if he has completed twenty-eight (28) years of *continuous employment* **and was an employee prior to April 1, 2009**;
- 28.2** A full-time *employee* who is not entitled to receive pay for at least ten (10) days in each calendar month of a *vacation year* will earn *vacation leave* at one-twelfth (1/12) of the rate referred to in Clause 28.1 for each calendar month for which he is entitled to receive pay for at least ten (10) days.
- 28.3** If at the end of a *vacation year*, a full-time *employee's* entitlement to *vacation leave with pay* includes a fractional entitlement of less or more than one-half ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest half ($\frac{1}{2}$) day.
- 28.4** Where, in respect of any period of *vacation leave*, an *employee* is granted bereavement leave, special *leave with pay* because of illness in the *immediate family*, sick leave on production of a medical certificate, court leave in accordance with Clause 34.1 or 34.2, birth or adoption leave in accordance with Clauses 32.4 and 32.5, injury-on-duty leave in accordance with Clause 31.1, or leave for *Association* business in accordance with Article 38.10, the displaced *vacation leave* shall be used in accordance with clause 28.5.1.
- As of January 1, 2010, employees will not be able to displace vacation leave by being granted sick leave on production of a medical certificate during a period of vacation leave in accordance with clause 28.5.1. However, as of January 1, 2010, employees will be able to displace a period of vacation leave with Personal Days on production of a medical certificate, or with short term disability benefits should they qualify, in accordance with Clause 28.5.1.**
- 28.5** All *vacation leave* shall be bid during the *vacation year* in which it is earned and such leave shall be taken as scheduled.
- 28.5.1** Notwithstanding Clause 28.5, where the *Corporation* cancels an *employee's vacation leave* or where an *employee's vacation leave* is displaced pursuant to clause 28.4, the *employee* may reschedule, carry-over or request payment for the cancelled/displaced *vacation leave*. Rescheduling of the *vacation leave* shall be to a period of time available on the *vacation leave* calendar, but subject to operational requirements. Carry-over of unused *vacation leave* shall not extend beyond the next *vacation year* except by mutual consent. Payment for unused *vacation leave* will normally be made within six (6) weeks of the end of the *vacation year* or as soon as practicable thereafter.

- 28.6** The *Corporation* shall pay full-time *employees* for any unused *vacation leave* not granted. Such payment will normally be made within six (6) weeks of the conclusion of the *vacation year* or as soon as practicable thereafter.
- 28.6.1** Notwithstanding Clause 28.6 above, where the *Corporation* cannot grant all the *vacation leave* credited to a full-time *employee*, the unused portion of his *vacation leave* shall be carried over into the following *vacation year*. Carry-over of the unused portion shall not extend beyond one (1) year except by mutual consent. Rather than having the unused portion carried over, the *employee* may request payment.
- 28.7** When the employment of a full-time *employee* who has completed more than six (6) months of *continuous employment* is terminated for any reason, the *employee* or his estate shall, in lieu of earned but unused *vacation leave*, be paid 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 *employee* immediately prior to the termination of his employment.
- 28.8** Notwithstanding Clause 28.7, a full-time *employee* whose employment is terminated by reason of a declaration that he has abandoned his position is entitled to receive the payment referred to in Clause 28.6, if he requests it within six (6) months following the date upon which his employment is terminated.
- 28.9** *Vacation leave* shall only be granted in multiples of one-half ($\frac{1}{2}$) day.
- 28.10** The *Corporation* agrees to issue to full-time *employees* advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the *employee* at least six (6) weeks prior to the last day before the *employee's* vacation period commences.
- 28.11** Providing the full-time *employee* has been authorized to proceed on *vacation leave* for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.
- 28.12** Where during any period of *vacation leave*, an *employee* is recalled to duty he shall be:
- 28.12.1** paid for all hours worked at two (2) times his straight-time hourly rate of pay and shall receive the leave or portion thereof at a later date;
- 28.12.2** reimbursed for reasonable expenses, as normally defined by the *Corporation*, that he incurs:

28.12.2.1 in proceeding to his place of duty; and

28.12.2.2 in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the *Corporation*.

28.13 Entitlement to vacation pay for a part-time *employee* shall be based on a percentage of the gross wages as reported on the T-4 earnings as "total income before deductions" received by him during the previous calendar year. The vacation pay entitlement of an *employee*, as set out below, shall date from the first (1st), the seventh (7th), the fourteenth (14th), the twenty-first (21st) and the twenty-eighth (28th) anniversary of his appointment respectively.

28.13.1 One (1) to seven (7) years of *continuous employment* – six percent (6%).

28.13.2 Seven (7) to fourteen (14) years of *continuous employment* – eight percent (8%).

28.13.3 Fourteen (14) to twenty-one (21) years of *continuous employment* – ten percent (10%).

28.13.4 Twenty-one (21) to twenty-eight (28) years of *continuous employment* – twelve percent (12%).

28.13.5 Twenty-eight (28) years and over of *continuous employment and was an employee prior to April 1, 2009* – fourteen percent (14%).

28.14 Part-time *employees* shall receive their vacation pay as follows:

28.14.1 To ensure continuance of pay, a part-time *employee* shall receive a payment based on his scheduled hours for the week immediately preceding the vacation period. This payment will be made according to the applicable method of pay for part-time *employees*.

28.14.2 The difference, if any, between the total entitlement to vacation pay provided for in Clause 28.13 and the monies received in accordance with Sub-Clause 28.14.1 is paid prior to the last Friday of March of the following calendar year.

28.14.3 Any overpayment incurred as a result of the application of Sub-Clause 28.14.1 shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any future payment of salary.

28.14.4 The provisions of Clause 28.13 and Sub-Clauses 28.13.1 to 28.13.3 shall apply ninety (90) calendar days from the date of signing of this Agreement. Until then, the corresponding provisions in the preceding collective agreement shall continue to apply

28.15 Where a part-time *employee* dies or otherwise terminates his employment, or is appointed to a full-time position, he or his estate shall be paid an amount calculated according to Clause 28.13 above as applicable, for the period of the calendar year up to the date of his death, termination or appointment as the case may be.

28.16 A part-time *employee* will be entitled to take unpaid *vacation leave* up to a maximum of three (3) weeks if entitled to vacation pay in accordance with Sub-Clause 28.13.1 above, four (4) weeks if entitled to pay in accordance with Sub-Clause 28.13.2 above, five (5) weeks if entitled to pay in accordance with Sub-Clause 28.13.3 above, six (6) weeks if entitled to pay in accordance with Sub-Clause 28.13.4 above and seven (7) weeks if entitled to pay in accordance with Sub-Clause 28.13.5 above.

28.16.1 Where the *Corporation* cannot grant all the unpaid *vacation leave* credited to a part-time *employee*, the unused portion of his unpaid *vacation leave* shall be carried over into the following *vacation year*. Carry over of the unused portion shall not extend beyond one (1) year except by mutual consent.

28.17 **Pre-Retirement Leave**

In addition to *vacation leave* provided for under this Agreement, an *employee* who is fifty (50) years of age and has completed twenty (20) years of *continuous employment* or is sixty (60) years of age and has completed five (5) years of *continuous employment* shall be entitled to pre-retirement *leave with pay* of one (1) week in the *vacation year* in which the *employee* becomes eligible therefore and in every *vacation 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.

28.17.1 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 and operational requirements.

28.17.2 An *employee* may elect to take her or his fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same *vacation year*.

28.17.3 In the event of termination of employment for reason other than death or lay-off, the *Corporation* shall recover from any monies owed the *employee* an amount equivalent to pre-retirement leave taken by the *employee* after the beginning of the *vacation year* and prior to his birthday or anniversary date, whichever is later.

28.17.4 In the case of an *employee* who elects to take his fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same *vacation year* in accordance with Sub-Clause 28.17.2, the *Corporation* shall not recover the amount equivalent to the sixth (6th) week of pre-retirement leave taken if the amount equivalent to the fifth (5th) week of pre-retirement leave taken would not otherwise be recoverable pursuant to Sub-Clause 28.17.3.

ARTICLE 29

VACATION LEAVE SCHEDULING

29.1 The *Corporation* shall, in consultation with *Association representatives*, formulate for each post office a *vacation leave* scheduling plan which meets operational requirements, based on the authorized complement of supervisory positions for that *office* for the granting of *vacation leave with pay* to *employees* which is mutually satisfactory.

***29.2** If the formulation of the *vacation leave* schedules cannot be resolved to the satisfaction of the parties as outlined in Clause 29.1, the *General Manager* or his delegated representative and the *Divisional Vice-President* of the *Association* shall resolve the matter in accordance with the following:

29.2.1 either determine the number of *employees* by *seniority* who may be on *vacation leave* in any *vacation leave* period by *section*, *office*, *Division* or other appropriate work unit; or

29.2.2 where agreed, determine the number of *employees* by *seniority* in each *classification level* who may be on *vacation leave* in any *vacation leave* period by *section*, *office*, *Division*, or other appropriate work unit; and

29.2.3 determine the number and duration of *vacation leave* periods required to liquidate the *vacation leave* credits of *employees*; and

29.2.4 arrange the granting of *vacation leave* to an *employee* outside of the period established for the *vacation leave* scheduling plan; and

- 29.2.5** the formulation of *vacation leave* schedules should, under normal circumstances, be completed by the end of January for the next *vacation year*.
- 29.3** In granting *vacation leave with pay* to an *employee* the *Corporation* shall, subject to the operational requirements of the service, make every reasonable effort:
- 29.3.1** not to recall an *employee* to duty after he has proceeded on *vacation leave*;
- 29.3.2** to comply with a request made by an *employee*, in accordance with Clause 28.6, that he be permitted to use, in the following *vacation year*, any period of *vacation leave* bid and scheduled by him, and subsequently cancelled by the *Corporation*.
- 29.3.3** to grant an *employee vacation leave* when specified by the *employee* if the period of *vacation leave* requested is less than a week and the *employee* gives the *Corporation* at least two (2) *days* advance notice.
- 29.4** The *Corporation* may for good and sufficient reason grant *vacation leave* on shorter notice than that provided for in Sub-Clause 29.3.3.

ARTICLE 30

SICK LEAVE

- 30.1** Sick leave is for the purpose of protecting an *employee* from loss of earnings when he is incapacitated due to illness or injury.
- 30.2** A full-time *employee* shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he is entitled to receive pay for at least ten (10) days.
- 30.2.1** A part-time *employee* shall accumulate sick leave credits at the rate of five (5) hours per month, for each month in which he is entitled to pay for at least forty (40) hours. Moreover, he shall accumulate an additional hour of sick leave credit for each additional twenty (20) hours worked per month in excess of the first forty (40) hours. The credits accumulated by a part-time *employee* in one month shall not exceed ten (10) hours.
- 30.2.2** A part-time *employee* on *vacation leave* shall earn sick leave credits as though he had worked his normal weekly hours.
- 30.3** An *employee* is eligible for sick *leave with pay* when he is unable to perform available work because of illness or injury provided that:

- 30.3.1** he satisfies the Corporation of this condition in such manner and at such time as may be determined by the Corporation; and
- 30.3.2** he has the necessary sick leave credits.
- 30.3.3** Where a part-time *employee* qualifies for paid sick leave under Sub-Clauses 30.3.1 and 30.3.2, the 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) hours, on the five (5) days he or she was on duty immediately preceding the absence.
- 30.4** A statement signed by the *employee* and stating that because of this illness or injury he was unable to perform work shall, when delivered to the *Corporation*, be considered as meeting the requirements of Sub-Clause 30.3.1:

 - 30.4.1** if the period of leave requested does not exceed five (5) days; and
 - 30.4.2** if in the current *vacation year* the sick leave granted the *employee* wholly on the basis of statements signed by him does not exceed ten (10) days.
- 30.5** Where an *employee* has insufficient or no credits to cover the granting of sick *leave with pay* under the provisions of Clause 30.3, sick *leave with pay* may at the discretion of the *Corporation* be granted:

 - 30.5.1** for a period of up to twenty-five (25) days for a full-time *employee* or one hundred (100) hours for a part-time *employee* if he is awaiting a decision on an application for injury-on-duty leave; or
 - 30.5.2** for a period of up to twenty (20) days for a full-time *employee* or eighty (80) hours for a part-time *employee* if he has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 30.6** 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.

30.7 When an *employee* is granted sick *leave with pay* and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the *employee* was not granted sick *leave with pay*.

30.8 Where an *employee* is unable to perform available work due to illness or injury and has no earned sick leave to his credit, the *Corporation* at its discretion may grant leave of absence without pay, provided that the total period of sick leave with or without pay does not exceed three (3) years.

As of January 1, 2010, where an *employee* is unable to perform available work due to illness or injury, the *Corporation* at its discretion may grant leave of absence without pay, provided that the total period of leave does not exceed three (3) years.

30.9 An *employee* is entitled to paid leave for time lost due to quarantine where the *employee* is unable to work as certified by a qualified medical practitioner and this leave shall be granted without charge to leave credits.

30.10 Medical Examination

30.10.1 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*.

30.10.2 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 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.

30.10.3 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.

30.10.4 Notwithstanding Sub-Clause 30.10.1, 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*.

- 30.11 As of January 1, 2010, Articles 30.1 to 30.7 shall no longer apply and *employees* shall be subject to the terms and conditions of the *Corporation's* Short Term Disability Program as described in Appendix H.

ARTICLE 31

INJURY-ON-DUTY LEAVE

- 31.1 An *employee* shall be granted injury-on-duty *leave with pay* for such reasonable period as may be determined by the attending physician where it is determined by a provincial workers' compensation board that he is unable to perform available work because of:

31.1.1 personal injury accidentally received in the performance of his duties and not caused by the *employee's* willful misconduct; or

31.1.2 sickness resulting from the nature of his employment, or other hazardous conditions in the course of his employment,

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

ARTICLE 32

PERSONAL DAYS AND SPECIAL LEAVE

32.1 Marriage Leave

After the completion of six (6) months *continuous employment*, an *employee* who gives the *Corporation* at least five (5) *days* notice shall be granted special *leave with pay* for up to five (5) days, for the purpose of getting married.

- 32.2 After completion of six (6) months *continuous employment* an *employee* who gives the *Corporation* at least five (5) *days* notice shall be granted subject to available *vacation leave* credits one (1) day of *vacation leave* for the purpose of attending the marriage of a son or daughter.

32.3 Bereavement Leave

Where a member of his *immediate family* dies, an *employee* shall be entitled to special *leave with pay* up to four (4) consecutive scheduled working days. Such leave shall not extend beyond the day following the funeral and special *leave with pay* shall be granted only for those days which are not his regularly scheduled *days of rest* or a designated paid holiday. In addition, he may be granted up to three (3) days special *leave with pay* for the purpose of travel.

32.3.1 At the request of the *employee* and as required by his religious beliefs, bereavement leave may be extended beyond the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided above, and must include the day of the funeral.

32.3.2 An *employee* is entitled to special *leave with pay*, up to a maximum of one (1) day, to attend the funeral of his son-in-law, daughter-in-law, brother-in-law, sister-in-law or spouse's grandparents.

32.3.3 If during a period of compensatory leave, an *employee* is bereaved in circumstances under which he would have been eligible for bereavement *leave with pay* under this Clause, he shall be granted bereavement *leave with pay* and his compensatory leave credits shall be restored to the extent of any concurrent bereavement *leave with pay* granted.

***32.4 Leave for Birth**

On the occasion of the birth of a son or daughter, an *employee* shall be granted special *leave with pay* up to a maximum of **two (2)** days during the period of confinement of his **spouse**.

***32.5 Leave for Adoption**

An *employee* shall be granted *leave with pay* up to a maximum of **two (2)** days on the occasion of his/her adoption of a child.

32.6 Personal Days and Leave for Other Reasons

32.6.1 Personal Days

Each full-time *employee* will be allocated seven (7) Personal Days on the first day of each *fiscal year*.

- 32.6.1.1 Each part-time *employee* shall receive a pro-rated amount of Personal Days, to a maximum of seven (7), on the first day of each *fiscal year*, based on the percentage of full time hours that the *employee* is scheduled to work.
- 32.6.1.2 Each term *employee* shall receive a pro-rated amount of Personal Days, to a maximum of seven (7), based on the length of their term of employment, and the percentage of full time hours that the *employee* is scheduled to work.
- 32.6.1.3 If any *employee* begins their employment with Canada Post part way through the *fiscal year*, their Personal Days, to a maximum of seven (7), shall be pro-rated based on the number of days remaining in the *fiscal year*.
- 32.6.1.4 Any unused Personal Days or portion thereof remaining at the end of the *fiscal year* to a maximum of five (5) will be paid out to indeterminate *employees* during the third (3rd) pay period of the following *fiscal year*. The amount of the payment will be based on the *employee's* salary as of the last day of the *fiscal year*.

For term *employees*, any unused Personal Days remaining at the end of their term of employment will be paid out to the *employee* shortly after the end of their term of employment, but no later than six (6) weeks following the end of the term. The amount of the payment will be based on the *employee's* salary as of the last day of the term.

Indeterminate *employees* and term *employees* of greater than six (6) months have the option, on written request prior to the end of the *fiscal year*, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining at the end of the *fiscal year*, to a maximum of five (5), for use in the following *fiscal year*.

32.6.1.5 An *employee* who has carried over Personal Days (or portion thereof) from the previous *fiscal year* may have those days paid out, if they remain unused at the end of the year, in addition to the maximum pay out of five (5) unused days as per the above paragraph.

For greater certainty, an *employee* may not have more than twelve (12) Personal Days in any one *fiscal year*.

32.6.1.6 Any request for the payout of unused Personal Days prior to the end of the *fiscal year* is strictly prohibited.

32.6.1.7 For any *employee* who ends his employment with Canada Post during the *fiscal year*, any unused Personal Days as of his last day of employment will be paid out on a pro-rated basis, based on the amount of days that the *employee* has been employed by Canada Post during the current *fiscal year*.

32.6.1.8 All Personal Days will be credited and paid out in hours.

32.6.1.9 Any pay out for unused Personal Days will not be pensionable.

- 32.6.1.10** If an *employee*, who is in a position which is not eligible for the Short Term Disability Program moves into the *bargaining unit*, their sick leave bank will be frozen as of the date the *employee* moves into the *bargaining unit*, and their allocation of Personal Days will be pro-rated based on the number of days remaining in the *fiscal year*.
- 32.6.1.11** When an *employee* moves in and out of the *bargaining unit* (including for reasons of termination of employment), his used and remaining Personal Days will be reconciled so that the *employee* does not have access to more Personal Days than to which they would be otherwise be entitled.
- 32.6.1.12** Personal Days can be used for leave with pay in situations such as illness, medical appointments, circumstances not directly attributed to the *employee*, and during the qualifying period under the Short Term Disability Program set out in Appendix H, or for other personal needs.
- 32.6.1.13** Other than in urgent situations (e.g. accidents, unexpected illness, circumstances not directly attributed to the *employee* including illness in the *immediate family*), an *employee* wishing to use a Personal Day shall notify his team leader at least three (3) days in advance.
- 32.6.1.14** Requests for non-urgent Personal Days shall be approved subject to operational requirements.

32.6.1.15 Where Personal Days are provided based on the hours that a part-time *employee* is scheduled to work, at the end of the *fiscal year*, the Corporation shall reconcile the amount of Personal Days if the actual hours that the *employee* has worked are greater than or less than the scheduled hours. The additional Personal Days shall be dealt with in accordance with Clause 32.6.1.4 above.

32.6.2 **Leave for Other Reasons**

Where conditions warrant it, special *leave with pay* shall be granted, when circumstances not directly attributable to the *employee*, including illness in the *immediate family*, as defined in Article 2, prevent his reporting for duty. When illness in his *immediate family* prevents an *employee* from reporting for work, normally up to one (1) day is considered sufficient to arrange matters so he can report for work.

32.6.2.1 **As of January 1, 2010, Clause 32.6.2 shall only apply once an *employee* has exhausted their Personal Days as per Clause 32.6.1 above.**

32.7 **Parental Leave Without Pay**

An *employee* who has completed six (6) months of *continuous employment* shall be granted a leave of absence without pay of up to thirty-seven (37) weeks where the *employee* has or will have the actual care and custody of a newborn child. This leave without pay shall commence and end within the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the *employee's* care.

***32.7.1** An *employee* who intends to ask for parental leave must notify the *Corporation* at least **four (4)** weeks prior to the child's birth.

32.7.2 Notwithstanding Sub-Clause 32.7.1 above the *employee* shall, provide the *Corporation* with at least four (4) weeks notice in writing of the length of the leave the intends to take.

- 32.7.3** Unpaid parental leave used by two (2) *employees* in respect of the birth of one child shall not exceed the combined total of thirty-seven (37) weeks.
- 32.7.4** The *Corporation* may ask the *employee* to submit a copy of the child's birth certificate.
- 32.7.5** Leave granted in accordance with this Clause is included in the calculation of *continuous employment* for the purpose of pension, *vacation leave*, increases in the rates of pay, health and disability benefits and *seniority*.
- 32.7.6** Notwithstanding any other provisions of the agreement, an *employee* on leave under this clause shall earn sick leave and *vacation leave* credits as if she had received pay for at least ten (10) days in each calendar month.

As of January 1, 2010, an *employee* on leave under this clause shall not earn sick leave credits.

32.8

Adoption Leave Without Pay

An *employee* who has completed six (6) months of *continuous employment* shall be granted a leave of absence without pay for up to thirty-seven (37) weeks for the adoption of a child. This leave without pay shall commence and end within the fifty-two (52) week period beginning on the day that the child comes into the *employee's* care.

- 32.8.1** 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 intends to take.
- 32.8.2** Unpaid leave by two (2) *employees* in respect of the adoption of a child shall not exceed the combined total of thirty-seven (37) weeks.
- 32.8.3** The *Corporation* may request proof of adoption from the *employee*.
- 32.8.4** Leave granted in accordance with this Clause is included in the calculation of *continuous employment* for the purpose of pension, *vacation leave*, increases in the rates of pay, health and disability benefits and *seniority*.
- 32.8.5** Notwithstanding any other provisions of the agreement, an *employee* on leave under this clause shall earn sick leave and *vacation leave* credits as if the *employee* had received pay for at least ten (10) days in each calendar month.

As of January 1, 2010, an *employee* on leave under this clause shall no longer earn sick leave credits.

32.9 Adoption Leave Allowance Eligibility

After completion of six (6) months *continuous employment*, an *employee* who provides the *Corporation* with proof that he is in receipt of parental benefits pursuant to Section 23(1) of the Employment Insurance Act (1996), shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan. The *employee* granted leave under this clause accepts the leave under the conditions set out below:

32.9.1 The *employee* will return to work on the expiry date of his adoption leave unless the date is modified by a medical practitioner or unless the *employee* is then entitled to another leave provided for in this Agreement.

32.9.2 The *employee* will return to work and will remain in the *Corporation's* employ for at least six (6) months unless, for reasons beyond his control or as set out elsewhere in this Agreement, the *employee* is unable to do so.

32.10 Should the *employee* fail to return to work as per the provisions of Clause 32.9, the *employee* recognizes that he is indebted to the *Corporation* for the amount received as adoption leave allowance.

32.11 Rate of Allowance

In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit (SUB) Plan shall consist of the following:

32.11.1 for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his weekly rate of pay; and

32.11.2 up to a maximum of an additional ten (10) weeks payments equivalent to the difference between the Employment Insurance benefits the *employee* is in receipt of and ninety-three percent (93%) of his weekly rate of pay.

32.12 In the application of Clause 32.11, SUB payment, Employment Insurance benefits and other earnings will not exceed ninety-three percent (93%) of the *employee's* normal weekly earnings.

32.13 The weekly wage referred to in Sub-Clauses 32.11.1 and 32.11.2 above shall be the *employee's* rate of pay set out in Appendix "A" multiplied by his normal weekly hours of work.

- 32.14** Where an *employee* becomes eligible for a pay progression during the period of adoption leave, payments under Sub-Clause 32.11.1 or 32.11.2 shall be adjusted accordingly.

ARTICLE 33

MATERNITY LEAVE

- 33.1** The *Corporation* shall grant maternity leave without pay of up to seventeen (17) weeks to a pregnant *employee*, subject to the following conditions:

33.1.1 The *employee* shall be required to notify the *Corporation* in writing at least two (2) weeks prior to the commencement of the maternity leave, unless there is a valid reason why such notice cannot be given, and state the length of leave intended to be taken.

33.1.2 The *employee* may be required to furnish a medical certificate verifying pregnancy.

33.1.3 Subject to the provisions of Clause 33.2, the period of maternity leave without pay shall commence no earlier than eleven (11) weeks before the expected date of pregnancy termination and end no later than seventeen (17) weeks after the date of pregnancy termination.

33.1.4 Where an *employee* has or will have the actual care and custody of the newborn child, that *employee* is entitled to and shall be granted a leave of absence from employment of up to thirty seven (37) weeks commencing and ending within the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the *employee*'s care.

- 33.2** At the request of the *employee*, the *Corporation* may defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

- 33.3** At the request of the *employee*, the *Corporation* may allow leave to commence earlier than eleven (11) weeks before the expected termination of her pregnancy.

- 33.4** Maternity leave shall not be terminated at any time prior to six (6) weeks after the date of the termination of the pregnancy unless the *employee* submits a certificate from a qualified medical practitioner stating the *employee*'s health will not be impaired by returning to duty at an earlier date.

- 33.5** An *employee* granted maternity leave without pay under this Clause and who is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, shall receive an allowance during this two (2) week waiting period. This allowance shall be in the same amount as the *employee* receives in benefits for two (2) weeks from Human Resources Development Canada.
- 33.6** An *employee* who is not entitled to receive Employment Insurance benefits shall receive an allowance equivalent to two (2) weeks Employment Insurance benefits based on the amount she would have received if she had been entitled to Employment Insurance benefits from Human Resources Development Canada.
- 33.7** Leave granted in accordance with this Clause is included in the calculation of *continuous employment* for the purpose of pension, *vacation leave*, increases in the rates of pay, health and disability benefits and *seniority*.
- 33.8** Notwithstanding any other provision of the Agreement, an *employee* on leave under this Clause shall earn sick leave and *vacation leave* credits as if she had received pay for at least ten (10) days in each calendar month.

As of January 1, 2010, an *employee* on leave under this clause shall not earn sick leave credits.

33.9 Maternity Leave Allowance Eligibility

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 employment insurance benefits pursuant to Section 22(1) of the Employment Insurance Act, (1996), shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan. The *employee* granted leave under this Clause accepts the leave under the conditions set out below.

33.9.1 The *employee* will return to work on the expiry date of her maternity leave unless the date is modified by a medical practitioner or unless the *employee* is then entitled to another leave provided for in this Agreement.

33.9.2 The *employee* will return to work and will 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 Agreement, the *employee* is unable to do so.

- 33.10** Should the *employee* fail to return to work as per the provisions of Clause 33.9, the *employee* recognizes that she is indebted to the *Corporation* for the amount received as maternity leave allowance.

33.11 **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:

33.11.1 for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly wage; and

33.11.2 up to fifteen (15) additional weeks payments equivalent to the difference between the Employment Insurance benefits the *employee* is eligible to receive and ninety-three percent (93%) of her weekly wage.

33.12 In the application of Clause 33.11, the combined weekly level of SUB payment, Employment Insurance benefits and other earnings will not exceed ninety-three percent (93%) of the *employee's* normal weekly earnings.

33.13 The weekly wage referred to in Sub-Clauses 33.11.1 and 33.11.2 above shall be the *employee's* rate of pay set out in Appendix "A" multiplied by her normal weekly hours of work.

33.14 Where an *employee* becomes eligible for a pay progression during the period of maternity leave, payments under Sub-Clause 33.11.1 or 33.11.2 shall be adjusted accordingly.

ARTICLE 34

COURT LEAVE

34.1 *Leave with pay* shall be given to every *employee*, other than an *employee* on leave of absence without pay or under suspension, who is required:

34.1.1 to serve on a jury; or

34.1.2 by subpoena or summons to attend as a witness in any proceeding held:

34.1.2.1 in or under the authority of a court of justice or before a grand jury;

34.1.2.2 before a court, judge, justice, magistrate or coroner;

34.1.2.3 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 position;

34.1.2.4 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

34.1.2.5 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.

34.2 Where a full-time *employee* is required to attend court in accordance with Clause 34.1 and is subsequently required to report for duty on an afternoon or night *shift* on the same day, he shall be granted equivalent leave of absence with pay from that *shift*.

ARTICLE 35

OTHER LEAVE WITH PAY

35.1 At its discretion, the *Corporation* may grant *leave with pay* for purposes other than those specified in this agreement, including but not limited to military or civil defence training, emergencies affecting the community or place of work and upgrading of formal education or qualifications. In the latter case leave may be at part-pay. Such leave shall not be unreasonably withheld.

35.2 Medical Boards

The *Corporation* agrees that special *leave with pay* will continue to be provided when an *employee* who is a veteran is:

35.2.1 called in by the Department of Veterans Affairs for a medical examination not conducted primarily for the purpose of active treatment;

35.2.2 asked by the Department of Veterans Affairs to report in connection with a medical research program conducted by that Department;

35.2.3 reporting to the Department of Veterans Affairs for the purpose of the supply or maintenance of a prosthesis;

35.2.4 called in by the Canadian Pension Commission for pension purposes.

ARTICLE 36

LEAVE WITHOUT PAY

- 36.1** At its discretion, the *Corporation* may grant leave without pay for any purpose including but not limited to upgrading of formal education or qualifications, enrollment in the Canadian Armed Forces and election to a full-time municipal office. Such leave shall not be unreasonably withheld.
- 36.2** Where the period of leave is for twelve (12) months or less, the position may be filled on a temporary basis and the *employee* who was granted the leave will return to his own position when the leave is completed.
- 36.3** An *employee* who wishes to return from authorized leave of absence of more than twelve (12) months will be placed on the *priority list* pursuant to Sub-Clause 43.3.4 and offered vacancies accordingly. Where an *employee* refuses an opportunity to return to a position at his substantive or lower *classification level* in his own *office*, he shall be struck off strength from the *Corporation* effective the date of his refusal and all his rights under this Agreement will cease as of that date.
- 36.4** **Leave Without Pay for the Care and Nurturing of Pre-school Age Children**
- 36.4.1** At the request of an *employee*, leave without pay in one (1) or more periods of at least 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 pre-school age children. If an *employee* on such leave wishes to maintain contributor status, the *employee* must pay both the *Corporation's* and the *employee's* share of pension and benefit plans.
- 36.4.2** Leave without pay granted under this Clause shall not be counted for the calculation of "*continuous employment*" for the purpose of calculating *vacation leave* for the *employee* involved except where the period of such leave is less than three (3) months. Time spent on such leave shall not be counted for pay progression purposes.
- 36.5** **Leave Without Pay for the Relocation of Spouse**
- 36.5.1** At the request of an *employee*, leave without pay for a period 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.

- 36.5.2** Leave without pay granted under this Clause shall not be counted for the calculation of "*continuous employment*" for the purpose of calculating *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 progression purposes.

36.6 **Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs, in the following manner:

- 36.6.1** 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.
- 36.6.2** 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.
- 36.6.3** An *employee* is entitled to leave without pay for personal needs only once under each of Sub-Clauses 36.6.1 and 36.6.2 of this Clause during his total period of employment in the *Corporation*. Leave without pay granted under this Clause may not be used in combination with maternity, paternity or adoption leave without the consent of the *Corporation*.
- 36.6.4** Leave without pay granted under Sub-Clause 36.6.1 shall be counted for the calculation of "*continuous employment*", for the purpose of calculating *vacation leave*. Time spent on such leave shall not be counted for pay progression purposes.
- 36.6.5** Leave without pay granted under Sub-Clause 36.6.2 of this Clause shall not be counted for the calculation of "*continuous employment*", for the purpose of calculating *vacation leave* for the *employee* involved. Time spent on such leave shall not be counted for pay progression purposes.

ARTICLE 37

PERSONNEL SELECTION LEAVE

- 37.1** Where an *employee* participates as a candidate in a personnel selection process for a position within the *Corporation*, he is entitled to *leave with pay* for the period during which his presence is required

for purposes of the selection process, and for such further period as the *Corporation* considers reasonable for him to travel to and from the place where his presence is so required.

ARTICLE 38

LEAVE FOR ASSOCIATION BUSINESS

38.1 An *employee* from within the *bargaining unit* who has been elected to a full-time office of the *Association* shall be entitled to be on loan from the *Corporation* without pay, but without loss of *seniority* and the period of such leave will be considered as *continuous employment* for the purposes of this Agreement.

38.2 The *Corporation* shall provide the *employee* if so requested upon his return from such leave with the *Association*, a position in the *bargaining unit* at the same or higher *classification level*, if qualified, than the position held prior to his taking such leave and at his home location if available or any other position in the *bargaining unit* for which he is qualified.

38.3 *Employees* selected as delegates to constitutional conventions of the *Association*, and *employees* selected to attend the semi-annual National Branch Presidents' meetings shall be granted leave of absence without pay for the purpose of attending such conventions and meetings in accordance with the following conditions:

38.3.1 applications for leaves for these purposes shall be made at least thirty (30) *days* before the day leave is to commence; and

38.3.2 the leave shall be for the period of the convention or meeting plus normal travelling time by the quickest available means to and from the meeting location.

38.4 **Hearings re: Complaints made to the Canada Industrial Relations Board pursuant to Section 97 of the Canada Labour Code**

Where operational requirements permit, the *Corporation* will grant:

38.4.1 *leave with pay* to an *employee* who makes a complaint on his own behalf if the Canada Industrial Relations Board decides in favour of the *employee*, and leave without pay in all other cases; and

38.4.2 leave without pay to an *employee* who acts on behalf of an *employee* making a complaint, or who acts on behalf of the *Association* making a complaint.

38.5 Hearings re: Applications for Certification, Representations and Interventions with respect to Applications for Certification before the Canada Industrial Relations Board

Where operational requirements permit, the *Corporation* will grant leave without pay:

38.5.1 to an *employee* who represents the *Association* in an application for certification or in an intervention; and

38.5.2 to an *employee* who makes personal representations in opposition to a certification.

38.6 Employee called as a Witness

The *Corporation* will grant *leave with pay*:

38.6.1 to an *employee* called as a witness by the Canada Industrial Relations Board; and

38.6.2 where operational requirements permit, to an *employee* called as a witness by a conciliator, another *employee* or the *Association*.

38.7 Conciliation Hearings

Where operational requirements permit, the *Corporation* will grant *leave with pay* to a reasonable number of *employees* representing the *Association* at conciliation hearings.

38.8 Arbitration

Where operational requirements permit, the *Corporation* will grant *leave with pay* to an *employee* who is:

38.8.1 a party to an arbitration;

38.8.2 the representative of an *employee* who is a party to an arbitration; and

38.8.3 a witness called by an *employee* who is a party to an arbitration.

38.9 Contract Negotiations Meetings

One *employee* per region selected as a member of the negotiating team on behalf of the *Association*, for the purpose of collective bargaining at the National level, shall be granted *leave with pay* in accordance with the following conditions:

38.9.1 application for leave for this purpose shall be made at least five (5) calendar *days* before the day leave is to commence; and

38.9.2 the leave shall be for the period of the negotiations meetings, and preparations therefore, plus traveling time to and from the appropriate locations.

The *Corporation* will be reimbursed by the *Association* for the wages and benefits paid to the *employees* when they are on such leave.

38.10 **National Association Business**

The *Corporation* will grant *leave with pay* to *Divisional Vice-Presidents* of the *Association* in order for them to attend to *Association* business as required from time to time and the *Corporation* will be reimbursed by the *Association* for such wages and benefits paid to the *employees* on leave for such purposes.

38.11 **Representatives' Training Courses**

Where operational requirements permit, the *Corporation* will grant leave without pay to *employees* who exercise the authority of a representative on behalf of the *Association* to undertake training related to the duties of a representative.

38.12 **Determination of Leave Status**

Where the status of leave requested cannot be determined until an arbitrator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

ARTICLE 39

LEAVE - GENERAL

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

As of January 1, 2010, the words "or sick leave with pay" shall be removed from this clause.

39.2 The amount of *leave with pay* credited to an *employee* by the *Corporation* at the time when this agreement is signed, or at the time when he becomes subject to this agreement, shall be retained by the *employee*.

39.3

No *employee* shall be granted sick leave, special leave or other *leave with pay* during a period in which he is on leave of absence without pay, retiring leave or under suspension.

As of January 1, 2010, the words “sick leave” shall be removed from this clause and no *employee* shall be granted Personal Days during a period in which he is on leave of absence without pay or retiring leave or under suspension.

PART VII – HEALTH AND SAFETY

ARTICLE 40

HEALTH AND SAFETY

40.1 The *Corporation* agrees to provide, at no expense to the *employee*, appropriate transportation to the nearest physician or hospital and from there to his home or place of work, depending on the decision of the physician or hospital, where such services are immediately required for an *employee* as a result of:

40.1.1 injury on the job; or

40.1.2 a heart attack or other serious ailment which occurs on the job.

40.2 The *Corporation* and the *Association* agree to share all information including copies of subsequent changes to original reports relative to Workers' Compensation cases before a claim is established and prior to appeals to the various levels of the workers' compensation board. This information includes:

40.2.1 Supervisor's Accident Investigation Report;

40.2.2 workers' compensation board forms including the "Employer's Report of Injury" and subsequent statements;

40.2.3 all Applications of Appeal to the workers' compensation board including the grounds for the appeal, pertinent documents and statements of witnesses (excluding identity of witnesses);

40.2.4 The parties will not be required to share the content of telephone communications between their respective representatives and a workers' compensation board or inter-office correspondence between their personnel, where such information does not affect the adjudication of an *employee's* claim.

40.3 **Night Workers Leave**

40.3.1 Regular and Temporary *employees* 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 they work on the night *shift* on twelve (12) occasions. The four (4) week periods shall commence on March 18, 2001. Recovery leave shall be taken in units of not less than one (1) full day.

40.3.2 The recovery leave shall be included in the schedules of work and, subject to operational requirements, shall be contiguous to an *employee's day of rest*.

- 40.3.3** This recovery leave is granted in addition to weekly *days of rest* and other leaves of absence provided for in this agreement.
- 40.3.4** No *employee* shall be required or authorized to work during his recovery leave.

PART VIII – SENIORITY

ARTICLE 41

SENIORITY

- 41.1** *Seniority* for *employees* covered by this Agreement shall be established and administered in accordance with this Article. There shall be a two tier *seniority* system with two lists: an A list for all members in the *bargaining unit* on March 31, 2006 reflecting current *seniority* and a B list for all members entering the *bargaining unit* after March 31, 2006 reflecting the *employee's* most recent indeterminate appointment in the *Corporation* or its predecessor, the Post Office Department. Whenever *employees'* use their *seniority* date, the A list will take priority to the B list.
- 41.2** *Employees* within the *bargaining unit* as of February 15, 1993 shall have *seniority* on *Seniority List A* as of the date of their indeterminate appointment in the *Corporation* or its predecessor, the Post Office Department.
- 41.3** *Employees* appointed to a position within the *bargaining unit* after February 15, 1993 up to and including March 31, 2006 shall have *seniority* on *Seniority List A* from their latest date of indeterminate appointment in the *bargaining unit*.
- 41.3.1** Notwithstanding Clause 41.3 any *employee* occupying a position added to the *bargaining unit* after February 15, 1993 up to and including March 31, 2006 resulting from negotiations with the *Corporation* or from the Canada Industrial Relations Board process, shall also have *seniority* on *Seniority List A* as of the date of their indeterminate appointment in the *Corporation* or its predecessor, the Post Office Department.
- 41.4** *Employees* appointed to a position within the *bargaining unit* after March 31, 2006 shall have *seniority* on *Seniority List B* reflecting the *employee's most recent* indeterminate appointment in the *Corporation* or its predecessor, the Post Office Department.
- 41.5** Where an *employee* is appointed to another position outside the *bargaining unit*, he shall not retain his *Seniority List A seniority* unless he returns to the *bargaining unit* within twelve (12) months of his date of appointment.
- 41.6** *Seniority* shall be forfeited in cases of resignation, discharge, release, dismissal or abandonment of his position.
- 41.7** *Seniority List A seniority* shall be maintained and accumulated during any period an *employee* is assigned on an acting basis outside the *bargaining unit* for a period less than twelve (12) months.

- 41.7.1** Where the *employee* fails to return to the *bargaining unit* within twelve (12) months, the *Seniority List A seniority* accumulated outside the *bargaining unit* shall be forfeited and *Seniority List A seniority* shall not be accumulated until the *employee* returns to the *bargaining unit*.
- 41.7.2** Should there be difficulties in the application of the provisions of Sub-Clause 41.7.1 above, either party can bring the issue up for *consultation* at the National level.
- 41.8** Where an *employee* is removed from the *bargaining unit* involuntarily as a result of a job evaluation decision, he shall not retain his *Seniority List A seniority* in the *bargaining unit* unless he returns to the *bargaining unit* within twelve (12) months of the date of the job evaluation decision removing him from the *bargaining unit*.
- 41.9** Where an *employee* is on authorized leave with or without pay, the *employee* will continue to maintain and accumulate *seniority*.
- 41.10** Where two (2) or more *employees* are appointed on the same date their rank on the *seniority* list shall be determined by their total uninterrupted length of service in the *Association bargaining unit*.
- 41.11** Where after following the provisions of Clause 41.10 two (2) or more *employees* still have the same *seniority* date, their rank on the *seniority* list shall be determined by:
- 41.11.1** their total uninterrupted length of service in an indeterminate position with the *Corporation* or its predecessor, the Post Office Department;
- 41.11.2** if after following Sub-Clause 41.11.1, two (2) or more *employees* still have the same *seniority* date, the tie shall be broken by using their Corporate *employee* number. The *employee* with the lowest number ranks highest on the *seniority* list.
- 41.12** The *Corporation* shall by December 31 of each year prepare, in consultation with the *Association*, a list of *employees* on *Seniority List A* and List B by *office* in their order of *seniority* in accordance with the above. This list shall be posted no later than January 15.

PART IX – JOB EVALUATION AND STAFFING

ARTICLE 42

JOB EVALUATION PROCESS

- *42.1 The *Corporation* and the *Association* agree, that the **Job Evaluation Plans** that came into effect on **April 1, 2009**, are the recognized **Job Evaluation Plans** for all **jobs** in the *bargaining unit*.

The new Job Evaluation Plans shall supersede any factors and degrees previously in effect for *bargaining unit* jobs. The Job Evaluation Plans Manual shall be used to classify all jobs in the *bargaining unit* until such time as the Job Evaluation Plans are superseded by new factors and degrees agreed upon by the *Association* and the *Corporation*.

- *42.2 If, during the term of this Agreement, a new **job** is created and implemented by the *Corporation*, which falls within the *bargaining unit* the *Corporation* and the *Association* agree to evaluate the new **job** using the **Job Evaluation Plans**.

*42.2.1 If the new **job** is not provided for in the **Job Evaluation Plans**, the *Corporation* shall, before applying rates of pay to the new **job**, negotiate such rates of pay with the *Association*.

- *42.3 Upon written request, an *employee* shall be entitled to a statement containing the **accountabilities** of his **job**, including the point value. Such statement shall be given to the *employee* within twenty (20) *days* after the date of the request.

- *42.4 An *employee* who **believes his job accountabilities have been changed or modified** may request an evaluation of his **job** by making a written request to his **manager**. A **questionnaire, which shall be provided by the *employee's* local human resources representative**, must be completed and provided to his **manager** for review.

Upon receipt of the questionnaire, the manager shall be responsible to ensure that the questionnaire is completed thoroughly and that it accurately represents the accountabilities of the job. The manager shall then provide the questionnaire to their local human resources representative.

- *42.5 The *Corporation* shall provide the results of the evaluation to the *employee* and the *Association* within ninety (90) calendar days of the submission of the questionnaire to the manager and include the point value and resulting *classification level*. If the

evaluation results in an increase in the *employee's* pay, said increase shall be retroactive to the date of the *employee's* written request.

- 42.6 Where the *Association* or the *Corporation* believe that the accountabilities of a job have changed, either party may, by written notice to the other party, submit a questionnaire, and the parties shall follow the process set out above.

ARTICLE 43

STAFFING

*43.1 OPERATIONS (OP) and SALES (SL) Staffing

There shall be a staffing process for all **OP** positions and a separate staffing process for all SL positions. An *employee* shall only be allowed to move from an **OP** position to a SL position (and vice versa) through a competition pursuant to a staffing process found in this Article, pursuant to clause 44.7.5 and 44.11.5 or by the agreement of the *Association* and the *Corporation*.

43.2 Definitions

- 43.2.1 “*Section*” is a defined area. All *sections* existing on the date of signing of this collective agreement shall remain in effect.

Any subsequent changes to “*section*” must be initiated in writing to the other party and subject to *consultation* at the local level. If *consultation* at the local level does not result in agreement within thirty (30) *days* of the notice, this matter shall be subject to *consultation* at the Divisional level. If *consultation* at the Divisional level does not result in agreement within forty-five (45) *days* of the notice, this matter shall be subject to *consultation* at the National level.

- 43.2.2 “*Office*” and “*Zone*” means the area identified in the List of *Zones* and *Offices*. This List includes operational areas but does not include groups such as Mail Operations Support, the Learning and Development Institute, and any others that may currently be in place. The definition of *Office* for these groups shall be such that each individual function or group shall be an individual *Office* at each location. The definition of *Zone* for these functions shall be the same *Zone* as applies to the Collection and Delivery group in the same metropolitan area.

Any subsequent changes to the List shall be sent in writing to the other party and be subject to Divisional *consultation*. Any changes to the List shall be forwarded to the Corporation's National Labour Relations office and to the National Office of the Association.

43.2.3 "Division" shall have the meaning given to it in Appendix E.

***43.3** **OP Priority List**

"*OP Priority List*" is the list established nationally containing the names of **OP** employees who have been declared surplus to requirements, laid-off, transferred pursuant to Clauses 44.19, 44.20 and 44.21, returning from leave of absence, returning from full-time Association leave, and failing language training provided pursuant to Sub-Clause 43.53.1.

The list shall contain the *classification level* of each employee, his *seniority* date, and the date of his new status or date of availability to return to work as the case may be. Placement on the list will be made by *seniority* in the following order of priority:

43.3.1 employees returning from full-time Association leave if he has not returned to his home location in accordance with Clause 38.2;

43.3.2 employees declared surplus and/or employees laid-off and subject to recall, in accordance with Article 44;

***43.3.3** employees who have failed language training provided pursuant to Sub-Clause 43.53.1;

43.3.4 employees returning from leave of absence pursuant to Article 36;

43.3.5 employees whose positions have been downgraded and are in a *holding rate* pursuant to Clause 44.23;

43.3.6 employees subject to Clauses 44.19, 44.20 and 44.21.

***43.4** **OP Priority List: Duration**

An employee's name will remain on the **OP** priority list as follows:

43.4.1 two (2) years for employees returning from full time Association leave;

43.4.2 two (2) years from the date of the surplus notice;

43.4.3 as specified in Sub-Clauses 44.2.1, 44.2.2 and 44.2.3 for employees who have been laid off.

- 43.4.4 from the date of notification of failure to meet language requirements until the *employee* is moved to an alternate non-bilingual position;
- 43.4.5 two (2) years from the date of availability to return to work for *employees* granted leave of absence pursuant to Article 36;
- 43.4.6 three (3) years from the date of reassignment to the same or to a lower level pursuant to Clauses 44.19, 44.20 and 44.21;
- 43.4.7 from the date of notification until such time as the maximum rate of the lower *classification level* position is equal to or greater than the *holding rate*, for *employees* whose positions have been downgraded.

***43.5 SL Priority List**

There shall be a separate nationally established *SL priority list* exclusively for *SL employees* (the "*SL Priority List*"), which shall be formed and operate in the same manner as the **OP** *Priority List* described in Clause 43.3 and 43.4.

ADMINISTRATION

43.6 Incumbent rights

Candidates from within the *bargaining unit* identified in the selection process, or incumbents of positions will not be required to change their position, on a permanent basis, against their will, except through the application of another Article of this Agreement or for cause.

43.7 Application for Transfer

An *employee* wishing to be considered for a transfer must submit a fully completed transfer application in the format approved by the *Corporation* to his immediate supervisor and indicate the location, *office* and *classification level* in which he is interested. Such application shall remain valid for a period of twelve (12) months.

In considering transfer applications the *Corporation* may refer to any other relevant documentation on the personal file.

A request for transfer is deemed to have been submitted by the *employee* on the date of receipt by his immediate supervisor. When an application for transfer is received, the immediate supervisor at the originating *office* shall forward immediately the transfer application, the current complete annual appraisal, and any other relevant documentation to the human resource department in the regional *office* for the requested location.

An *employee* will be notified, except in exceptional circumstances (i.e. a strike), within twenty-five (25) *days* that he is qualified to transfer. In the event that an *employee* is not so notified he will be deemed qualified.

An application for transfer will not be considered by the *Corporation* if received after an internal competition has been posted or if the identification of candidates has commenced for the position(s) in question.

43.8 Transfer Lists and Costs

43.8.1 Where requested by the *branch* or *Divisional Vice-President*, the *Corporation* will provide a list of all transfer requests received from outside the *office*. Such requests will not be made more often than once a month.

43.8.2 *Employees* transfer at their own expense.

43.9 Grievance

Selections for positions at any *classification level* may be the subject of a *grievance*.

43.10 Notification

When a vacancy comes to the attention of the *Corporation*, the designated *Association representative* will be informed within twenty (20) *days* of any action to be taken with respect to that vacancy.

Where the designated *Association representative* is not satisfied with the information provided by the *Corporation*, or where no information is provided, the *Divisional Vice-President* may consult with the *General Manager*.

***STAFFING PROCESS FOR OP POSITIONS**

*** 43.11 OP 1 POSITIONS**

Once the *Corporation* has determined that a vacant **OP 1** position will be filled on an indeterminate basis, it shall be filled in the manner and order as set out in Steps 1 to 6.

***43.12 Criteria for Steps 1 to 6**

In order for *employees* holding **OP 1** positions to be eligible to bid or transfer into an **OP 1** position the following criteria must be met:

- 43.12.1 they must be non-probationary;
- 43.12.2 their most current complete annual performance appraisal must be *commendable*
- 43.12.3 they must meet the *minimum requirements* of the position they are bidding for or transferring to;
- *43.12.4 they must have occupied their present position for at least one (1) year in the case of bidding, unless this time frame is waived by the *Corporation*;
- 43.12.5 they must have occupied their present position or performed the same or substantially similar work in their present *office* for at least two (2) years in the case of transfer, unless this time frame is waived by the *Corporation*.

Employees* holding **OP 2 or 3 positions may bid and transfer into **OP 1** vacant positions provided they meet the *minimum requirements* of the vacant position.

***43.13 Step One - Bidding**

Vacant positions in a *section* or *office* will be posted for a period of not less than five (5) calendar days but no more than ten (10) calendar days. The bidding process can be accelerated following local agreement. An *employee* who is on authorized leave for more than five (5) calendar days must notify his immediate supervisor in writing of his desire to be considered for **OP 1** vacancies within his *section* or *office*.

- 43.13.1 bidding by *seniority*, from any classification, within the *section*
 - 43.13.1.1 between full-time *employees* for full-time positions;
 - 43.13.1.2 between part-time *employees* for part-time positions;
- 43.13.2 bidding by *seniority*, from any *classification level*, within the *office*
 - 43.13.2.1 between full-time *employees* for full-time positions;
 - 43.13.2.2 between part-time *employees* for part time positions.

43.14 Step Two – Transfer within the Zone (which includes Office)

43.14.1 transfer by *seniority*, from any classification, within the *zone* (which shall include movement within the *office*) by either a full-time or part-time *employee* to either a full-time or a part-time position.

***43.15 Step Three – OP Priority List**

In the application of the *OP priority list*,

43.15.1 *employees* can be offered vacancies at their same or lower level;

43.15.2 positions will be offered to those *employees* who meet the *minimum requirements* of the vacant position.

The *OP priority list* as defined in Clause 43.3 will be consulted and *employees* will be offered the vacant position in the following geographic priority:

43.15.3 within the *employee's office*;

43.15.4 within the *employee's zone*;

43.15.5 within the *employee's Division*;

43.15.6 within the *bargaining unit*.

*Those *employees* who are on the *OP priority list* pursuant to Sub-Clauses 43.3.1, 43.3.4 and 43.3.6 will move at their own expense.

43.16 Step Four – Transfer from outside the Zone

43.16.1 transfer by *seniority*, from any classification, from outside the *zone* by either a full-time or part-time *employee* to either a full-time or part-time position. Priority within the same *division*, then *bargaining unit*.

43.17 Step Five - Bidding/Transfer Part-Time to Full-Time

After steps 1 to 4 have been completed and a full-time vacancy still remains, part-time *employees* meeting the criteria in Clause 43.12, excluding Sub-Clauses 43.12.4 and 43.12.5, will be offered the full time position in the following order:

43.17.1 bidding, by *seniority* from any *classification level* within the *office*;

43.17.2 transfer, by *seniority* from any *classification level*, within the *zone*.

43.18 **Step Six – Competition/Other Means**

43.18.1 **Identification Process**

Candidates will be identified by one (1) or more of the following:

43.18.1.1 the Employee Information Line;

43.18.1.2 other means.

43.18.2 **Selection Process**

Selection will be based on an assessment of the individuals against the mandatory requirements of the position as identified in the Job Competency Profile.

43.18.2.1 In the application of the selection process, priority consideration will be given to candidates who are members of the *Association*.

43.18.2.2 Where two (2) or more *Association* candidates are equally qualified, *seniority* shall prevail.

***43.19** **OP 2 and 3 POSITIONS**

Once the *Corporation* has determined that a vacant **OP 2 or 3** position will be filled on an indeterminate basis, it shall be filled in the manner and order as set out in Steps 1 to 4.

***43.20** **Criteria for Steps 1 and 2**

In order for *employees* holding **OP 2 or 3** positions to be eligible to fill an **OP 2 or 3** vacancy, in accordance with Steps 1 and 2 below and for the *Corporation* to offer the position to the most qualified *employee* holding an **OP2 or 3** the following criteria must be met:

43.20.1 they must be in the same or a higher *classification level* than the vacancy;

43.20.2 they must possess the operational knowledge required to perform all the duties of the position;

43.20.3 they must have recent experience doing the same or substantially similar work;

***43.20.4** their last **two (2)** available annual performance appraisals must be *commendable*;

***43.20.5** they must have occupied their present position for at least two (2) years, unless the reason that the two (2) years have not been completed is because the *employee* was declared surplus. This time frame may be waived by the *Corporation*;

43.20.6 they must meet the *minimum requirements* of the position.

***43.21** **Step One – Expression of Interest**

The *Corporation* will offer the position to the most qualified *employee* holding an **OP 2 or 3** position who meets the above criteria (Clause 43.20) within the same *office* who **has** expressed an interest in writing (to the *Corporation's* representative) in moving within their *office*. Such expression of interest will remain valid for a period of six (6) months.

***43.21.1** **Resultant Vacancy**

Clause 43.21 will not apply to a vacancy that results from the application of Clause 43.21. The staffing process for such a vacancy shall start at Step two.

***43.22** **Step Two – OP Priority List**

The *Corporation* will offer the position to the most qualified *employee* holding an **OP 2 or 3** position described in Sub-Clause 43.3.

The **OP priority list** as defined in Clause 43.3 will be consulted and *employees* will be offered the vacant position in the following geographic priority:

43.22.1 within the *employee's office*;

43.22.2 within the *employee's zone*;

43.22.3 within the *employee's division*;

43.22.4 within the *bargaining unit*.

Those *employees* who are on the **OP priority list** pursuant to Sub-Clauses 43.3.1, 43.3.4, and 43.3.6 will move at their own expense.

43.23 **Step Three – Selection Process by Competency Based Interview**

Candidates for selection will be identified through the Employee Information Line and must meet the *minimum requirements* of the position in order to be interviewed.

The *Corporation* will offer the position to the most qualified candidate who meets the language requirements of the vacant position.

43.24 Step Four – Other Means

If no candidates qualify, the *Corporation* may fill the vacant position by other means.

STAFFING PROCESS FOR SL POSITIONS

43.25 SL1 POSITIONS

Once the *Corporation* has determined that a vacant SL1 position will be filled on an indeterminate basis, it shall be filled in the manner and order as set out in Steps 1 to 6.

43.26 Criteria for Steps 1 to 6

In order for *employees* holding SL 1 or 2 positions to be eligible to bid or transfer into an SL 1 position the following criteria must be met:

- 43.26.1 they must be non-probationary;
- 43.26.2 their most current complete annual performance appraisal must be *commendable*
- 43.26.3 they must meet the *minimum requirements* of the position they are bidding for or transferring to;
- *43.26.4 they must have occupied their present position for at least one (1) year in the case of bidding, unless this time frame is waived by the *Corporation*;
- 43.26.5 they must have occupied their present position or performed the same or substantially similar work in their present *office* for at least two (2) years in the case of transfer, unless this time frame is waived by the *Corporation*.

Employees holding SL, 3, 4, 5 or 6 positions may bid and transfer into SL 1 vacant positions provided they meet the *minimum requirements* of the vacant position.

43.27 Step One - Bidding

Vacant positions in a *section* or *office* will be posted for a period of not less than five (5) calendar days but no more than ten (10) calendar days. The bidding process can be accelerated following local agreement. An *employee* who is on authorized leave for more than five (5) calendar days must notify his immediate supervisor in writing of his desire to be considered for SL 1 vacancies within his *section* or *office*.

- 43.27.1 bidding by *seniority*, from any classification, within the *section*

43.27.1.1 between full-time *employees* for full-time positions;

43.27.1.2 between part-time *employees* for part-time positions;

43.27.2 bidding by *seniority*, from any *classification level*, within the *office*

43.27.2.1 between full-time *employees* for full-time positions;

43.27.2.2 between part-time *employees* for part time positions.

43.28 **Step Two – Transfer within the Zone (which includes Office)**

43.28.1 transfer by *seniority*, from any classification, within the *zone* (which shall include movement within the *office*) by either a full-time or part-time *employee* to either a full-time or a part-time position.

43.29 **Step Three – SL Priority List**

In the application of the *SL priority list*,

43.29.1 *employees* can be offered vacancies at their same or lower level;

43.29.2 positions will be offered to those *employees* who meet the *minimum requirements* of the vacant position.

The *SL priority list* as defined in Clause 43.5 will be consulted and *employees* will be offered the vacant position in the following geographic priority:

43.29.3 within the *employee's office*;

43.29.4 within the *employee's zone*;

43.29.5 within the *employee's Division*;

43.29.6 within the *bargaining unit*.

Those *employees* who are on the *SL priority list* pursuant to Sub-Clauses 43.3.1, 43.3.4, and 43.3.6 will move at their own expense.

43.30 **Step Four – Transfer from outside the Zone**

43.30.1 transfer by *seniority*, from any classification, from outside the *zone* by either a full-time or part-time *employee* for either a full-time or part-time position. Priority within the same *division*, then *bargaining unit*.

***43.31** **Step Five - Bidding/Transfer Part-Time to Full-Time**

After steps 1 to 4 have been completed and a full-time vacancy still remains, part-time *employees* meeting the criteria in Clause 43.26, excluding Sub-Clauses 43.26.4 and 43.26.5, will be offered the full time position in the following order:

43.31.1 bidding, by *seniority* from any classification level within the *office*;

43.31.2 transfer, by *seniority* from any *classification level*, within the *zone*.

43.32 **Step Six – Competition/Other Means**

43.32.1 **Identification Process**

Candidates will be identified by one (1) or more of the following:

43.32.1.1 the Employee Information Line;

43.32.1.2 other means.

43.32.2 **Selection Process**

Selection will be based on an assessment of the individuals against the mandatory requirements of the position as identified in the Job Competency Profile.

43.32.2.1 In the application of the selection process, priority consideration will be given to candidates who are members of the *Association*.

43.32.2.2 Where two (2) or more *Association* candidates are equally qualified, *seniority* shall prevail.

43.33 **SL 2 POSITIONS**

Once the *Corporation* has determined that a vacant SL 2 position will be filled on an indeterminate basis, it shall be filled in the manner and order as set out in Steps 1 to 4.

43.34 **Criteria for Consideration for the Bidding Process**

Employees holding SL 2 positions may bid into another SL 2 position within their *office* provided the following criteria are met:

43.34.1 they must have attained their SL 2 position through competency based interviewing.

***43.34.1.1** However, when the most senior SL 2 *employee* who has submitted his name for bidding into another SL 2 position within his *section / office* does not meet the requirement provided for in Sub-Clause 43.34.1, he will have an opportunity to be interviewed in accordance with the competency based interviewing methodology.

***43.34.1.2** If the SL 2 *employee* qualifies after the interview, he will obtain the SL 2 position within his *section / office*, provided he meets all the other requirements stipulated in Sub-Clauses 43.34.2 to 43.34.4.

43.34.2 their most current complete annual performance appraisal must be *commendable*;

***43.34.3** they must have occupied their present position for at least two (2) years, unless this time frame is waived by the *Corporation*;

43.34.4 they must meet the *minimum requirements* of the position.

Employees holding SL 3, 4, 5 or 6 positions may bid into SL 2 vacant positions provided they meet the *minimum requirements* of the vacant position.

43.35 **Step One – Bidding**

43.35.1 bidding by *seniority*, by SL 2, 3, 4, 5 **and 6** and within the same *section*.

43.35.2 bidding by *seniority*, by SL 2, 3, 4, 5 **and 6** within the same *office*.

43.36 **Step Two – Transfer**

43.36.1 transfer by *seniority*, by SL 2, 3, 4, 5 **and 6** within the *zone*.

43.36.2 transfer by *seniority*, by SL 2, 3, 4, 5 **and 6** outside the *zone*.

Employees holding SL 3, 4, 5 **or 6** positions may transfer into SL 2 vacant positions provided they meet the *minimum requirements* of the vacant position.

43.37 **Step Three – SL Priority List**

In the application of the *SL priority list*,

43.37.1 *employees* can be offered vacancies at their same or lower level.

43.37.2 positions will be offered to those *employees* who meet the language requirements of the vacant position.

The *SL priority list* as defined in Clause 43.5 will be consulted and *employees* will be offered the vacant position in the following geographic priority:

43.37.3 within the *employee's office*;

43.37.4 within the *employee's zone*;

43.37.5 within the *employee's Division*;

43.37.6 within the *bargaining unit*.

Those *employees* who are on the *SL priority list* pursuant to Sub-Clauses 43.3.1, 43.3.4, and 43.3.6 will move at their own expense.

Once the *SL priority list* has been reviewed, and a vacancy still remains, it shall be filled in accordance with the principles of competency based interviewing. This is an approach that targets all elements of the Job Competency Profile.

43.38 **Step Four – Selection Process by Competency Based Interview**

Vacant SL 2 positions shall be advertised on the Employee Information Line. Candidates for selection shall be identified through the Employee Information Line.

43.39 **Criteria for Consideration for the Qualifying Process**

In order for *employees* to be considered for an SL 2 vacancy, the following criteria must be met:

- 43.39.1** they must be non-probationary;
- 43.39.2** their most current complete annual performance appraisal must be *commendable*;
- 43.39.3** they must have occupied their present position or performed the same or substantially similar work in their present *office* for at least two (2) years, unless this time frame is waived by the *Corporation*;
- 43.39.4** those *employees* being considered for an SL 2 position must meet the *minimum requirements* of the position.

Those *employees* who meet the above criteria will be interviewed in accordance with the competency based interviewing methodology.

43.40 **Offer of Position**

The *Corporation* will offer the position to the most qualified candidate who has met the mandatory requirements of the position as identified in the Job Competency Profile, in the following order of priority:

- 43.40.1** *employees* within the same *office*;
- 43.40.2** *employees* within the same *zone*;
- 43.40.3** *employees* within the same *Division*;
- 43.40.4** *employees* in the *bargaining unit*.

43.41 **Seniority**

Where two (2) or more candidates are equally qualified, *seniority* shall prevail.

43.42 **SL3, 4, 5 and 6 POSITIONS**

Once the *Corporation* has determined that a vacant SL 3, 4, 5 or 6 position will be filled on an indeterminate basis, it shall be filled in the manner and order as set out in Steps 1 to 4.

43.43 **Criteria for Steps 1 and 2**

In order for *employees* holding SL 3, 4, 5 **or** 6 positions to be eligible to fill an SL 3, 4, 5 **or** 6 vacancy, in accordance with Steps 1 and 2 below and for the *Corporation* to offer the position to the most qualified *employee* holding an SL 3, 4, 5 **or** 6 the following criteria must be met:

- 43.43.1 they must be in the same or a higher *classification level* than the vacancy;
- 43.43.2 they must possess the operational knowledge required to perform all the duties of the position;
- 43.43.3 they must have recent experience doing the same or substantially similar work;
- *43.43.4 their last **two (2)** available annual performance appraisals must be *commendable*;
- *43.43.5 they must have occupied their present position for at least two (2) years, unless the reason that the two (2) years have not been completed is because the *employee* was declared surplus. This time frame may be waived by the *Corporation*;
- 43.43.6 they must meet the *minimum requirements* of the position.

* 43.44 **Step One – Expression of Interest**

The *Corporation* will offer the position to the most qualified *employee* holding an SL 3, 4, 5 **or** 6 position who meets the above criteria (Clause 43.43) within the same *office* who have expressed an interest in writing (to the *Corporation's* representative) in moving within their *office*. Such expression of interest will remain valid for a period of six (6) months.

*43.44.1 **Resultant Vacancy**

Clause 43.44 will not apply to a vacancy that results from the application of Clause 43.44. The staffing process for such a vacancy shall start at Step two.

43.45 **Step Two – SL Priority List**

The *Corporation* will offer the position to the most qualified *employee* holding an SL 3, 4, 5 **or** 6 position described in Sub-Clause 43.3.

The *SL priority list* as defined in Clause 43.3 will be consulted and *employees* will be offered the vacant position in the following geographic priority:

- 43.45.1 within the *employee's office*;
- 43.45.2 within the *employee's zone*;
- 43.45.3 within the *employee's division*;
- 43.45.4 within the *bargaining unit*.

Those *employees* who are on the *SL priority list* pursuant to Sub-Clauses 43.3.1, 43.3.4, and 43.3.6 will move at their own expense.

43.46 Step Three – Selection Process by Competency Based Interview

Candidates for selection will be identified through the Employee Information Line and must meet the *minimum requirements* of the position in order to be interviewed.

The *Corporation* will offer the position to the most qualified candidate who meets the language requirements of the vacant position.

43.47 Step Four – Other Means

If no candidates qualify, the *Corporation* may fill the vacant position by other means.

43.48 Probation

Any individual initially appointed to a permanent position within the *bargaining unit* shall be on probation for a period of six (6) months during which he performs his duties.

- 43.48.1 An appraisal report shall be completed on each monthly anniversary date of employment during an *employee's* probationary period. The *employee* shall sign the report and may comment on it. A copy will be provided to the *employee* on request.
- 43.48.2 A temporary *employee* appointed to a position in the *bargaining unit* shall be on probation for the first six (6) months of *continuous employment*.
- 43.48.3 In the calculation of any probationary period, previous temporary employment will not be included.
- *43.48.4 Notwithstanding Sub-Clause 43.48.3 above, if a temporary appointment becomes permanent and the temporary *employee* becomes the incumbent without any interruption, his probationary period shall be reduced by the time already spent filling the position as a temporary *employee*.

RE-EVALUATION OF POSITIONS

43.49 Re-evaluation: Lower Level

In re-evaluation of a position to a lower *classification level*, the provisions in Article 44 will apply.

43.50 Re-evaluation: Higher Level – One *Employee*

In re-evaluation of a position to a higher *classification level*, and if there is only one *employee* performing the duties of the position:

43.50.1 where there is no significant change in duties, the incumbent will be appointed to the re-evaluated position;

43.50.2 where there are significant changes in the duties and the incumbent is deemed qualified, he will be appointed to the re-evaluated position;

43.50.3 where there are significant changes in the duties and the incumbent is considered unqualified, he shall be granted a period of up to six (6) months familiarization and/or training in order to qualify. The period may be extended at the *Corporation's* discretion;

43.50.4 where the incumbent is still considered unqualified after this familiarization and/or training period he will be declared surplus to requirements and will be subject to Article 44 if entitled;

43.51 Re-evaluation: Higher Level - Several *Employees*

In the re-evaluation of a position to a higher *classification level*, where there are several *employees* performing similar duties, the re-evaluated position will be open for competition, but the area of competition will be restricted to the *employees* directly affected to ensure that no surplus situation results.

***43.52 TEMPORARY APPOINTMENTS**

In the application of this Clause, the *Corporation* agrees that there will be no artificial breaks in service to circumvent appointments extending beyond four (4) weeks and six (6) months respectively as stated in Sub-Clauses 43.52.1 and 43.52.2 below.

***43.52.1** Where it is necessary to fill an **OP 1**, **SL 1** or **SL 2** position on a temporary basis for four (4) weeks or less, it will be staffed on a discretionary basis;

- *43.52.2 Where it is necessary to fill an **OP 1**, SL 1 or SL 2 position on a temporary basis for more than four (4) weeks, but less than six (6) months, it will be staffed by a qualified individual in the normal area of competition in the following order:
 - *43.52.2.1 *OP priority list for OP position or SL Priority list for SL positions;*
 - 43.52.2.2 *employees in the bargaining unit, without competition; and*
 - 43.52.2.3 *other means.*
- *43.52.3 Where it is necessary to staff an **OP 1**, SL 1 or SL 2 position on a temporary basis for six (6) months or more, but less than two (2) years, it will be staffed by a qualified individual in the normal area of competition in the following order:
 - *43.52.3.1 *OP priority list or SL priority list;*
 - 43.52.3.2 *a competition only open to employees in the bargaining unit, and*
 - 43.52.3.3 *other means.*
- 43.52.4 The parties to this Agreement, following *consultation* at the appropriate level, may extend a temporary appointment beyond two (2) years where reasonable grounds exist.
- *43.52.5 Any temporary appointment to an **OP 2, 3 or SL 3, 4, 5 or 6** position shall be at management's discretion, however, these temporary appointments shall not extend beyond six (6) months except where reasonable grounds exist, and following *consultation* at the appropriate level.
- 43.52.6 In the application of this Clause, the corporate policy on relocation and travel will apply.

43.53

Official Languages

When a position is newly identified as having bilingual requirements, the manager will advise the *branch* of the *Association*. Language requirements and the selection of candidates to meet those requirements shall be in accordance with corporate Official Languages policies, except as modified hereafter.

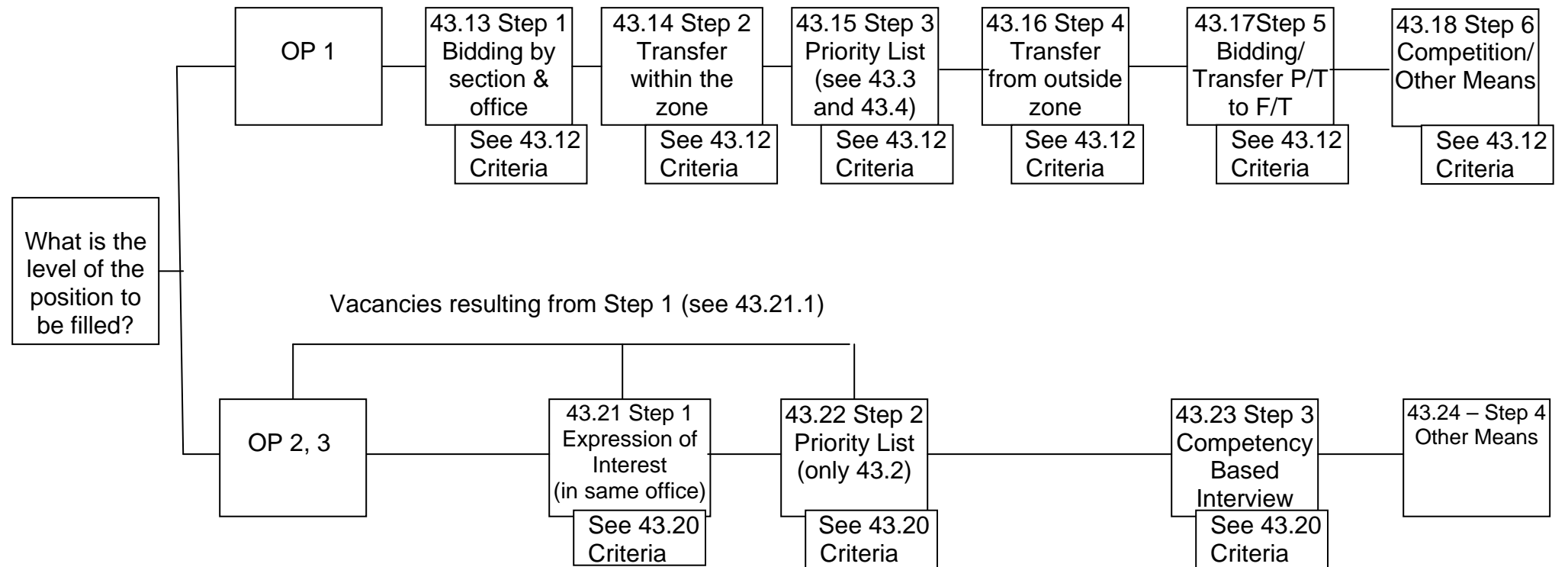
- * **43.53.1** Management has the right to require the incumbent of an identified bilingual position to take language training pursuant to Article 46, if he does not meet the language requirements. An incumbent failing to become bilingual shall have his name placed on the appropriate priority list (i.e. **OP** priority list or **SL** priority list) and may be offered appropriate non-bilingual vacancies. The *employee* shall retain his *classification level* and salary until such time as he is offered an equivalent non-bilingual position in his own *office* (i.e. **OP** office or **SL** office), which he must accept. Such *employee* will be restricted from bidding or transferring to bilingual positions.

43.54 **Relief Staffing**

The *Corporation* will provide relief staffing to meet organizational requirements. Further, it is the intention of the *Corporation* to use relief *employees* for relief duties and to fill positions vacated temporarily by reason of known absences for vacation, illness, projects, training or vacancies during the staffing process, before assigning relief *employees* to other duties. While the supervisory team should be as lean as good management principles permit and the scope of responsibility may have to be increased occasionally for short periods, adequate provision must be made to provide relief staffing for the above noted known absences.

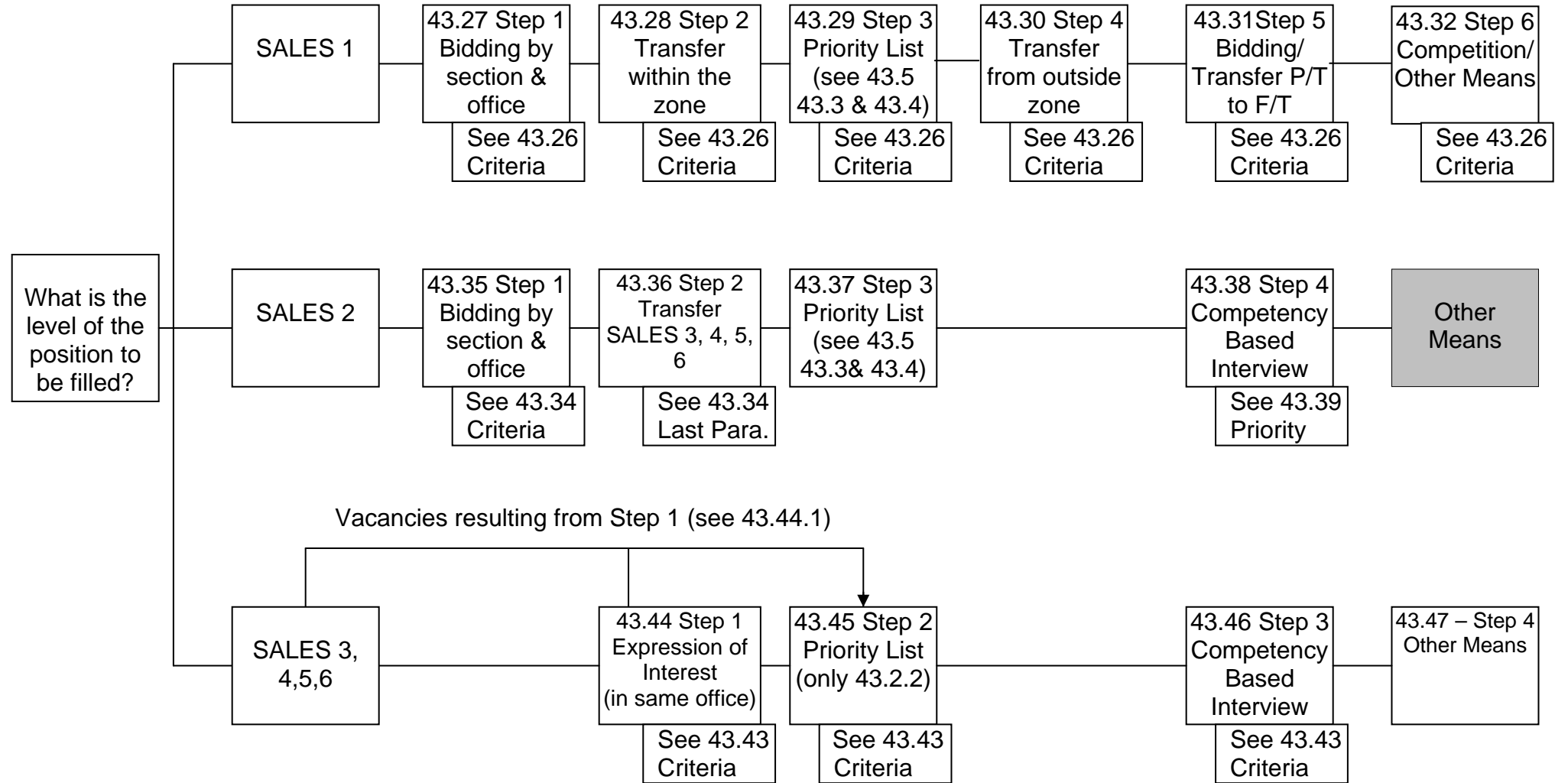
- 43.55** The team size per supervisor should be established in accordance with good management practices taking into account local circumstances such as number of direct reports, workload, growth rate of the area served and geography.

Flowchart of Article 43 - Staffing



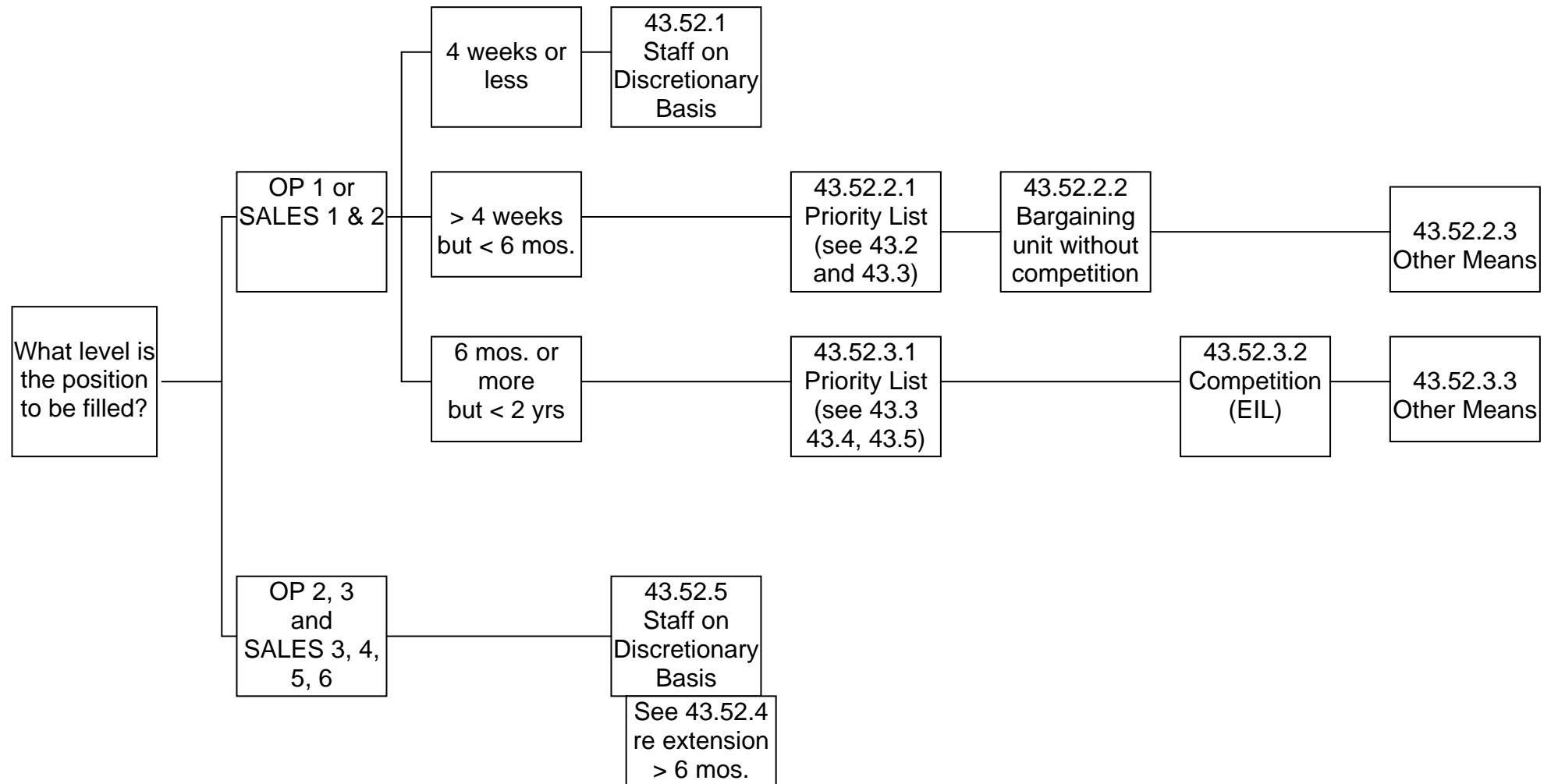
"Flowcharts in this Agreement are for reference only, shall not be considered part of this Agreement and shall not affect the application or interpretation of this Agreement."

Flowchart of Article 43 - Staffing



"Flowcharts in this Agreement are for reference only, shall not be considered part of this Agreement and shall not affect the application or interpretation of this Agreement."

Flowchart of Article 43 - Staffing



"Flowcharts in this Agreement are for reference only, shall not be considered part of this Agreement and shall not affect the application or interpretation of this Agreement."

PART X – JOB SECURITY

ARTICLE 44
JOB SECURITY

Lay-Off

44.1 The *Corporation* guarantees that there will be no temporary or permanent lay-off of any regular *employee* having attained more than five (5) years of *continuous employment* with the *Corporation*, provided the regular *employee* will accept relocation within the *bargaining unit*, reassignment and retraining.

44.1.1 The provisions of this Article, including the guarantee of no temporary or permanent lay-off, shall also apply to regular *employees* employed in the *bargaining unit* on the date of signing of this collective agreement by the *Corporation* and the *Association* provided such regular *employee* will accept relocation within the *bargaining unit*, reassignment and retraining.

44.1.2 The provisions of this Article, including the guarantee of no temporary or permanent lay-off, shall also apply to regular *employees* who, enter the *bargaining unit* subsequent to the date of the signing of this Agreement if they were entitled to a job security clause in a collective agreement between the *Corporation* and another bargaining agent on the date that they came into the *bargaining unit* represented by the *Association*.

44.1.3 If it is necessary for the *Corporation* to lay off a regular *employee*, the lay-off shall not occur for a minimum period of three (3) months following the *employee's* surplus notice. A copy of the notice shall be forwarded to the *National Office of the Association* and respective *branches* of the *Association*.

44.2 **Recall Rights**

Regular *employees* declared surplus and laid off shall be entitled to the following:

44.2.1 A regular *employee* who has more than six (6) months but less than two (2) years of *continuous employment* and who is laid off will have the right to be recalled in *seniority* order for a period equivalent to his length of *seniority* after the date of lay-off, as provided in Article 43.

44.2.2 A regular *employee* who has two (2) years but less than fifteen (15) years of *continuous employment* and who is

laid off will have the right to be recalled in *seniority* order for a period of two (2) years after the date of lay-off as provided in Article 43.

44.2.3 A regular *employee* who has fifteen (15) years or more of *continuous employment* and who is laid off will have the right to be recalled in *seniority* order for a period of four (4) years after the date of lay-off as provided in Article 43.

44.2.4 A regular *employee* who is laid off and who waives his recall rights shall be deemed to have resigned from the *Corporation*.

44.2.5 The parties agree that the Corporate Supplementary Unemployment Benefits Plan, as amended from time to time by the *Corporation* and subject to the requirements of Human Resources and Skills Development Canada or its successor, shall form a part of this Agreement and shall be available to eligible *employees* for the term of this Agreement.

44.2.6 A regular *employee* who has exhausted all his recall rights under sub-clauses **44.2.1**, 44.2.2 and 44.2.3 shall be terminated.

44.3 No full-time *employee* will be laid-off as a result of the creation of a part-time position provided he is willing to accept retraining, relocation and reassignment. Furthermore, no full-time *employee* will be required to accept a part-time position.

***44.4** **Displacement**

It is understood that in the application of Article 44:

- a) *employees* in **OP** positions cannot move to vacancies or displace *employees* in SL positions (and vice-versa) unless specifically allowed by this Article;
- b) full-time *employees* can only displace full-time *employees* and part-time *employees* can only displace part-time *employees*; and
- c) an *employee* can only displace another *employee* if the surplus *employee* meets the *minimum requirements* of the position in which he seeks to displace.

44.5 A regular *employee* rendered surplus to requirements in his particular job shall be so notified officially in writing. The *employee's* name will be placed on the appropriate priority list.

***44.6** **Declaring an *employee* in an OP position surplus**

Should the *Corporation* determine that it is necessary to declare an *employee(s)* in an **OP** position surplus to requirements, the surplus *employee(s)* must be the most junior *employee(s)* on the *shift* in the *section* in the affected *classification level*.

44.7 Once a regular *employee* identified in clause 44.6 is rendered surplus to requirements, and if that *employee* has job security pursuant to clause 44.1, then the following prioritized displacement procedure shall take place:

***44.7.1** for a surplus *employee* occupying an **OP 2** or **OP 3** position:

- a) to an appropriate vacancy on the surplus *employee's shift* in his *office* in his *classification level*;
- b) to an appropriate vacancy in the surplus *employee's office* in his *classification level*; and
- c) if no appropriate vacancy exist above, the surplus *employee* must displace an *employee* in his *office* who is less senior than him at any lower **OP** *classification level* and who is the most junior *employee* in the *office* in the **OP** *classification level* chosen by the surplus *employee*.

***44.7.2** An *employee* occupying an **OP 1** position must displace the most junior *employee* in his *office* regardless of whether the displaced *employee* is at the same or lower **OP** *classification level* than the surplus *employee*.

***44.7.3** for an *employee* occupying an **OP 2** or **OP 3**, position, once it has been determined by the *Corporation* that no appropriate vacancy exists within the surplus *employee's classification level* in the *zone*, the surplus *employee* must displace the most junior *employee* in his *zone* in any lower **OP** *classification level*.

- *44.7.4 An *employee* occupying an **OP 1** position must displace the most junior *employee* in his *zone* regardless of whether the displaced *employee* is at the same or lower **OP** classification level than the surplus *employee*.
- *44.7.5 A *regular employee* occupying an **OP** position may move to a permanently vacant *regular* SL position at the same or lower classification level in his *zone*, if the **OP** *employee* meets the *minimum requirements* of the SL position.

44.8

If a surplus still exists upon completion of the displacement procedure provided in Clause 44.7, the following shall apply in the order prescribed:

- *44.8.1 The *Corporation* will advise the junior *employee* referred to in Sub-Clauses 44.7.3 and 44.7.4 of the **OP** vacancies it intends to fill in that *employee's Division*. That *employee* will have ten (10) *days* from the date on which he is advised of the vacancies to decide which vacancy he will take. If there are no vacancies:
 - *44.8.1.1 an *employee* occupying an **OP2** or **OP3** position, will displace the most junior *employee* in his *Division*, regardless of the **OP** classification level, as long as this *employee* is at a lower **OP** classification level than the surplus *employee*.
 - *44.8.1.2 an *employee* occupying an **OP 1** position will displace the most junior *employee* in his *Division* regardless of whether the displaced *employee* is at the same or lower **OP** classification level than the surplus *employee*.
- *44.8.2 the surplus *employee* in the *Division* will then be advised of the **OP** vacancies the *Corporation* intends to fill in the *bargaining unit*. That *employee* will have ten (10) *days* from the date on which he is advised of the vacancies to decide whether or not he will take one of the vacancies. Where the surplus *employee* chooses not to accept one of the vacancies, he shall be laid off and be entitled to recall rights in accordance with clause 44.2 and Article 43 and the Corporate Supplementary Unemployment Benefits Plan.

Should no **OP** vacancy, which the *Corporation* intends to fill, exist in the *bargaining unit*, the surplus *employee* shall not be laid off. The surplus *employee* shall remain on strength and on the **OP** priority list.

44.9 Should a surplus *employee*, or an *employee* laid-off in accordance with this Article, be offered a vacancy or an opportunity to displace at his substantive or lower *classification level*, within his *Division*, and he refuses such opportunity, he shall be struck off strength from the *Corporation* effective the date of his refusal and all his rights under this Agreement and the Corporate Supplementary Unemployment Benefits Plan entitlements will cease as of that date.

44.10 **Declaring an *employee* in an SL position surplus**

Should the *Corporation* determine that it is necessary to declare an *employee(s)* in a SL position surplus to requirements, the surplus *employee(s)* must be the most junior *employee(s)* in the *office*, in the affected *classification level*.

44.11 Once a regular *employee* identified in clause 44.10 is rendered surplus to requirements, and if that *employee* has job security pursuant to clause 44.1, then the following prioritized displacement procedure shall take place:

44.11.1 for a surplus *employee* occupying a SL3, SL 4, SL 5 or **SL 6** position:

- a) to an appropriate vacancy in the surplus *employee's office* in his *classification level*; and
- b) if no appropriate vacancy exist above, the surplus *employee* must displace an *employee* in his *office* who is less senior than him at any lower SL *classification level* and who is the most junior *employee* in the *office* in the SL *classification level* chosen by the surplus *employee*.

44.11.2 An *employee* occupying a SL 1 or SL 2 position must displace the most junior *employee* in his *office* regardless of whether the displaced *employee* is at the same or lower SL *classification level* than the surplus *employee*.

44.11.3 for an *employee* occupying an SL3, SL 4, SL 5 or **SL 6**, position, once it has been determined by the *Corporation* that no appropriate vacancy exists within the surplus *employee's classification level* in the *zone*, the surplus *employee* must displace the most junior *employee* in his *zone* in any lower SL *classification level*.

- 44.11.4 An *employee* occupying a SL 1 or SL 2 position must displace the most junior *employee* in his *zone* regardless of whether the displaced *employee* is at the same or lower SL *classification level* than the surplus *employee*.
- *44.11.5 A *regular employee* occupying a SL position may move to a permanently vacant regular **OP** position at the same or lower *classification level* in his *zone*, if the SL *employee* meets the *minimum requirements* of the position.

44.12 If a surplus still exists upon completion of the displacement procedure provided in Clause 44.11, the following shall apply in the order prescribed:

44.12.1 The *Corporation* will advise the junior *employee* referred to in Sub-Clauses 44.11.3 and 44.11.4 of the SL vacancies it intends to fill in that *employee's Division*. That *employee* will have ten (10) *days* from the date on which he is advised of the vacancies to decide which vacancy he will take. If there are no vacancies:

44.12.1.1 an *employee* occupying an SL 3, SL 4, SL 5 or **SL 6** position, will displace the most junior *employee* in his *Division*, regardless of the SL *classification level*, as long as this *employee* is at a lower SL *classification level* than the surplus *employee*.

44.12.1.2 an *employee* occupying a SL 1, or SL 2 position will displace the most junior *employee* in his *division* regardless of whether the displaced *employee* is at the same or lower SL *classification level* than the surplus *employee*.

44.12.2 the surplus *employee* in the *Division* will then be advised of the SL vacancies the *Corporation* intends to fill in the *bargaining unit*. That *employee* will have ten (10) *days* from the date on which he is advised of the vacancies to decide whether or not he will take one of the vacancies. Where the surplus *employee* chooses not to accept one of the vacancies, he shall be laid off and be entitled to recall rights in accordance with clause 44.2 and Article 43 and the Corporate Supplementary Unemployment Benefits Plan.

Should no SL vacancy, which the *Corporation* intends to fill, exist in the *bargaining unit*, the surplus *employee* shall not be laid off. The surplus *employee* shall remain on strength and on the *SL priority list*.

44.13 Should a surplus *employee*, or an *employee* laid-off in accordance with this Article, be offered a vacancy or an opportunity to displace at his substantive or lower *classification level*, within his *Division*, and he refuses such opportunity, he shall be struck off strength from the *Corporation* effective the date of his refusal and all his rights under this Agreement and the Corporate Supplementary Unemployment Benefits Plan entitlements will cease as of that date.

Mapping out changes

44.14 To facilitate implementation of changes occurring as a result of the application of Clauses 44.7 and 44.8 (or Clauses 44.11 and 44.12 in the case of SL positions) the parties agree that the changes will be mapped out on paper before they are implemented. This process should, when practicable, be completed within two (2) *days*.

44.15 Where the parties deem it necessary, an agreed-upon expedited reassignment, relocation and displacement procedures may be implemented.

***44.16** Notwithstanding Clause 43.15 (with the exclusion of Sub-Clauses 43.15.1 and 43.15.2), 43.27 (with the exclusion of 43.27.1 and 43.27.2) or Clause 44.7 or clause 44.8 (or Clauses 44.11 and 44.12 in the case of SL positions) where the number of surplus *employees* is greater than the number of vacant positions to be filled within the *employee's shift, office, zone or Division*, the following will apply:

44.16.1 The *Corporation* and the *Association* will consult at the Local level and determine the number of surplus *employees* who by virtue of their *seniority* have the right to displace a junior *employee* in accordance with Clauses 44.7 and 44.8 (or Clauses 44.11 and 44.12 in the case of SL positions). A number of the most junior *employees* equal to the difference between the number of surplus *employees* and the number of vacant positions are then identified. Each surplus *employee* will be given the right to exercise his *seniority*, in order of *seniority*, to displace any of the identified junior *employees* in accordance with Clauses 44.7 and 44.8 (or Clauses 44.11 and 44.12 in the case of SL positions) or fill a vacant position.

44.16.2 This procedure shall not have the effect of allowing any additional displacements than would otherwise be allowed if the procedure of Clauses 44.7 and 44.8 (or Clauses 44.11 and 44.12 in the case of SL positions) was followed.

44.17 When a surplus or laid off *employee* accepts a relocation opportunity, the expense involved shall be absorbed by the *Corporation* in accordance with its then current policy applicable to the *bargaining unit*.

- 44.18** Should a regular *employee* accept relocation under this Article that is more than thirty (30) miles/forty eight point two seven nine (48.279) kilometers from his present work location, but elects not to relocate his permanent residence while waiting to exercise his option under Clause 44.19 or 44.20, he will be entitled to receive a monthly allowance of one hundred dollars (\$100.00) for up to twelve (12) months from the date of relocation.
- *44.19** A regular *employee* accepting reassignment to a position at a lower *classification level* shall have his name placed on the **OP** *priority list* (or the *SL priority list* for *SL employees*) in accordance with Sub-Clause 43.4.6 and may be offered vacancies in accordance with Article 43 to return at his own expense within a three (3) year period to a position at his same or former *classification level* in his former location. An *employee* refusing such offer shall have his name removed from the priority list and shall forfeit any further right to be considered for a subsequent vacancy.
- *44.20** A regular *employee* accepting relocation to a position within the same *classification level* shall have his name placed on the **OP** *priority list* (or the *SL priority list* for *SL employees*) in accordance with Sub-Clause 43.4.6 and may be offered vacancies in accordance with Article 43 to return at his own expense within a three (3) year period to a position in his former location. An *employee* refusing such offer shall have his name removed from the priority list and shall forfeit any further right to be considered for a subsequent vacancy.
- *44.21** A regular *employee* accepting reassignment to a position at a lower *classification level* in his home location shall have his name placed on the **OP** *priority list* (or the *SL priority list* for *SL employees*) in accordance with Sub-Clause 43.4.6 and may be offered vacancies in accordance with Article 43 to return to a position at his former *classification level*. An *employee* refusing such offer shall have his name removed from the priority list and shall forfeit any further right to be considered for a subsequent vacancy.
- 44.22** A regular *employee* accepting reassignment to a position at the same or lower *classification level* outside his *office* and not covered by Clause 44.20 shall have the criteria set out in Sub-Clause 43.12.4 and 43.12.5 waived on a one-time basis for the purpose of returning to his former *office* or *shift*.

44.23 Where an *employee* accepts a vacancy or displaces another *employee* at a lower *classification level* in accordance with this Article, or an *employee's* position is downgraded to a lower *classification level* (in which case, the *employee* must be officially notified), the *employee* shall be deemed to have retained, for all purposes, his existing rate of pay which will be a *holding rate*, until such time as the maximum rate of the lower *classification level* position is equal to, or greater than his *holding rate*. Following this period, the *employee* shall be placed at the lower of the maximum rate of the lower *classification level* position or to his existing rate of pay.

44.23.1 *Employees* who have attained the age of sixty (60) at the time of a downgrading of their position shall have their pay continue as though their position had not been downgraded.

44.23.2 *Employees* who, at the time of the signing of this Agreement, were in receipt of entitlements provided under Clause 39.21 of the collective agreement expiring March 31, 2001, shall continue to receive such entitlements in accordance with the provisions of said Clause.

44.23.3 *Employees* who are offered and decline a position at their *classification level*, without good and sufficient reason, shall lose all benefits of Clause 44.23 and shall be placed at the maximum rate of the lower *classification level* position.

44.24 Vacancies filled in the application of this Article shall be filled in accordance with the provisions of Article 43.

44.25 **Departure Payment**

At the *Corporation's* discretion, a voluntary "departure payment" may be offered to any *employee*. The *Corporation* shall inform the *employee* of his right to assistance from an *Association representative*.

PART XI – TERM AND TEMPORARY EMPLOYEES

ARTICLE 45

TERM AND TEMPORARY EMPLOYEES

- 45.1** If conditions require the appointment of term *employees*, due to operational requirements, the *Association* will be notified and given an opportunity to consult. When a term *employee* is hired, notice of such hiring will be sent to the designated *Association representative*.
- 45.2** The *Corporation* agrees not to artificially create a break in service in order to prevent a term *employee* completing more than six (6) months of *continuous employment*.
- 45.3** If prior to completion of not more than six (6) months *continuous employment*, a term *employee* is found, in the opinion of the *Corporation*, to be unsatisfactory for continued employment, he may be terminated forthwith. Such termination shall not be subject to further review via the *grievance* procedure.
- 45.4** Term *employees* may be subject to superannuation, death benefit and disability insurance deductions, as required.
- 45.5** The provisions of this Agreement which apply to *term and temporary employees* are as specified in the following schedule.

Application of this Agreement to Term and Temporary Employees

Provision		Employee Category			
Article	Subject	Term: Less than 20 days	Term: 20 days but 6 months or less	Term: Greater than 6 months	Temporary
1	Purpose of Agreement		✓	✓	✓
2	Definitions		✓	✓	✓
3	Management Rights		✓	✓	✓
4	Recognition		✓	✓	✓
5	Information		✓	✓	✓
6	Check-off	✓	✓	✓	✓
7	Previous Documents and Agreements		✓	✓	✓
8	Distribution of Agreement		✓	✓	✓
9	Bulletin Board Space and Other Facilities		✓	✓	✓
10	No Strike – No Lock-out		✓	✓	✓
11	Duration and Renewal		✓	✓	✓
12	Consultation		✓	✓	✓
13	Technological, Operational and Organizational Changes		✓	✓	✓
14	Discipline		(1)	✓	✓
15	Grievance Procedure	✓	✓	✓	✓
16	Arbitration		✓	✓	✓
17	Hours of Work	✓	✓	✓	✓
18	Pay			✓	✓
19	Overtime		✓	✓	✓
20	Work on a Day of Rest		✓	✓	✓
21	Call-Back Pay		✓	✓	✓
22	Shift Differential	✓	✓	✓	✓
23	Weekend Premium	✓	✓	✓	✓
24	Premium Rates of Pay		✓	✓	✓
25	Severance Pay				
26	Employee Benefits Plans				✓

Application of this Agreement to Term and Temporary Employees (cont.)

Provision		Employee Category			
Article	Subject	Term: Less than 20 days	Term: 20 days but 6 months or less	Term: Greater than 6 months	Temporary
27	Designated Paid Holidays		✓	✓	✓
28	Vacation Leave			✓	✓
29	Vacation Leave Scheduling			✓	✓
30	Sick Leave			✓	✓
31	Injury-on-Duty Leave			✓	✓
32	Personal Days and Special Leave				✓
	32.6.1	(6)	(6)	(6)	(6)
33	Maternity Leave				✓
34	Court Leave			✓	✓
35	Other Leave With Pay				✓
36	Leave Without Pay			✓	✓
37	Personnel Selection Leave				✓
38	Leave for Association Business				
39	Leave - General				✓
40	Health and Safety		(2)	(2)	✓
41	Seniority				
42	Job Evaluation Process			✓	✓
43	Staffing		(3)	(3)	(3)
44	Job Security				
45	Term and Temporary Employees				
	45.1	✓	✓	✓	
	45.2	✓	✓	✓	
	45.3	✓	✓	✓	
	45.4			✓	
	45.5	✓	✓	✓	✓
46	Training		✓	✓	✓
47	Performance Appraisals		✓	✓	✓
48	Uniforms and Protective Clothing			✓	✓

Application of this Agreement to Term and Temporary Employees (cont.)

Provision		Employee Category			
Article	Subject	Term: Less than 20 days	Term: 20 days but 6 months or less	Term: Greater than 6 months	Temporary
49	Discrimination, Harassment and Workplace Violence		✓	✓	✓
50	Travel, Relocation and Isolated Posts		(4)	(4)	✓
51	Financial Losses		✓	✓	✓
Appendices					
A	Salary Ranges	✓	✓	✓	✓
B	Bilingual Bonus		✓	✓	✓
C	Sole Arbitrators		✓	✓	✓
D	Employment Equity		✓	✓	✓
E	Divisions		✓	✓	✓
F	Compressed and Flexible Work Week		✓	✓	✓
G	Car Plan		✓	✓	✓
*H	Short Term Disability Program			✓	✓
I	Uniforms and Protective Clothing		✓	✓	✓
J	Awards and Bonus Programs		✓	✓	✓
K	Uniforms and Protective Clothing: Excluded		✓	✓	✓
L	Special Fund		✓	✓	✓
M	Sales (applicable to SALES classification only)		✓	✓	✓

Letters					
1	Corporate Team Incentive, Corporate Individual Incentive and Performance Appraisals				(5)
2	Interpretation of Article 43				
3	Letter of Understanding		✓	✓	✓
4	Exceptional Circumstances Staffing				
5	Suspension – Clause 14.6			✓	✓
6	Relief Staffing				
7	Joint Committee – Ratings for Performance Appraisals and Staffing Eligibility Lists				
8	Implementation of new Job Evaluation Plans				
9	Post-Retirement Health Care Benefits				✓

Notes: (1) Clause 14.5 only; (2) Clauses 40.1 and 40.2 only; (3) Clause 43.48 only; (4) Clauses 50.4.3 and 50.9 only; (5) Excluding Individual Incentive Plan (6) As of January 1, 2010.

PART XII – OTHER

ARTICLE 46

TRAINING

- 46.1** The parties to this agreement acknowledge that a properly trained professional staff is required by the *Corporation* to ensure that the objectives of the *Corporation* are achieved. It is recognized that the *Corporation* has a responsibility to identify and provide adequate and sufficient training to *employees* within the *bargaining unit*. It is also recognized that *employees* have a responsibility to undertake any training required by the *Corporation* to ensure that their respective duties are performed in a *commendable* manner.
- 46.2** The *Corporation* will therefore provide adequate and sufficient training to:
- 46.2.1** *employees* promoted into the *bargaining unit* from non-supervisory ranks;
 - 46.2.2** *employees* promoted or transferred to positions, or assigned duties within the *bargaining unit*, requiring new knowledge or skills;
 - 46.2.3** *employees* requiring training in various aspects of their current supervisory responsibilities, as determined by the *Corporation* from time to time.
- 46.3** It is understood that *employees* will be required to undertake the training referred to in this Article as a condition of retention of their current positions. The *Corporation* will give advanced notice of upcoming training and attempt to accommodate exceptional circumstances concerning the scheduling or location of training when practicable.
- 46.4** The *Corporation* will pay the full cost of any formal training program required by the *Corporation*, including any actual and reasonable living out expenses that may be required to undertake such training. Time spent in attendance at any formal training program required by the *Corporation* shall be deemed to be time worked for the *Corporation* and will be paid accordingly.
- 46.5** The *Corporation* will provide a period of orientation on the occasion of re-assignment of an *employee* at his new work location.

ARTICLE 47

PERFORMANCE APPRAISALS

47.1 Performance appraisals shall be completed in accordance with the *Corporation's Performance Management Process, as amended from time to time*. Performance appraisals shall be done in a fair and reasonable manner.

The *Corporation* shall consult with the *Association* prior to any changes being made to the Performance Management Process.

47.1.1 The *Association representative* will be provided with a list of *employees* who have received a needs improvement appraisal except where the *employee* objects in writing to the provision of such information to the *Association*.

47.1.2 The *Corporation* will provide each *employee* a copy of his performance appraisal upon completion.

47.1.3 Upon the written request of an *employee*, past appraisals will be removed from his file, provided the two (2) most recent completed appraisals and the current year's appraisal in process remain on file.

47.1.4 The provisions of Letter #1 ("PERFORMANCE APPRAISALS" section) shall apply.

ARTICLE 48

UNIFORMS AND PROTECTIVE CLOTHING

48.1 Uniforms and protective clothing shall be provided to *employees*, as specified below, for purposes of identification, protection from the elements and from injury while on duty:

***48.1.1** Supervisors who regularly and immediately supervise uniformed non-supervisory *employees* in letter carrier mail delivery or mail service courier duties, as well as Route Measurement Officers;

48.1.2 Supervisors who perform their duties outside in the elements and who regularly and immediately supervise uniformed non-supervisory *employees* engaged full-time in mail dispatching and mail handling duties outside in the elements and at reception and delivery docks, airports and large volume mailer locations, as well as Traffic Control Officers;

48.1.3 All other supervisors will receive uniforms and protective clothing as provided in Clause 48.3, excluding the following items: Hat; Borg Hat; Trench Coat; Unisex Parka; and Scarf.

48.2 An *employee* who is entitled to a uniform in accordance with Clause 48.1, and subsequently becomes pregnant shall be reimbursed to a maximum of one hundred and thirty dollars (\$130.00) for the purchase of maternity wear in approved colours, upon receipt of the bill of sale and be granted 300 additional points.

48.3 All *employees* who are entitled to receive uniform and protective clothing in accordance with Sub-Clauses 48.1.1, 48.1.2, and where applicable 48.1.3, shall earn uniform and protective clothing points described in the following entitlement schedule:

Supervisors Described in Sub-Clauses 48.1.1 - 48.1.2

<u>Garment Family</u>	<u>Garment</u>	<u>Points</u>	<u>New Employee</u>	<u>Regular Cycle</u>
Shirt	Long Sleeve	25	150/2 years	75/1 year
	Short Sleeve	25		
	Golf Shirt	25		
	Maternity Blouse+	25		
Pants	Long Pants	40	160/2 years	80/1 year
	Skirt	40		
	Maternity Pants+	40		
Tie	Tie	8	32/2 years	16/1 year
	Clip-on	8		
	Cross-over	8		
Sweater	Cardigan	45	45/3 years	45/3 years
	Vest	45		
	Quilted Vest	45		
	Quilted Jacket	45		
	Maternity Sweater+	45		
Belt	Belt	18	18/3 years	18/3 years
	Suspenders	18		
Blazer	Blazer	120	240/2 years	120/2 years
	Maternity Tunic+	60		

Supervisors Described in Sub-Clauses 48.1.1 - 48.1.2 (cont.)

<u>Garment Family</u>	<u>Garment</u>	<u>Points</u>	<u>New Employee</u>	<u>Regular Cycle</u>
Parka	Parka	180	180/3 years	180/3 years
	Northern Parka+	180		
	Short Parka+	180		
Cap	Borg Hat	15	15/3 years	15/3 years
	Toque	15		
	Head Band	15		
Wide Brim	Wide Brim Hat	36	36/3 years	36/3 years
Scarf	Scarf	9	9/3 years	9/3 years
	Neckwarmer	9		
	Dickie	9		
Rainwear	Long Gortex and Liner Jacket	420	420/4 years	420/4 years
	Gortex Jacket+	420		
Footwear	Rubberboots+	30		

Supervisors Described in Sub-Clause 48.1.3

<u>Garment Family</u>	<u>Garment</u>	<u>Points</u>	<u>New Employee</u>	<u>Regular Cycle</u>
Shirt	Long Sleeve	25	150/2 years	75/1 year
	Short Sleeve	25		
	Golf Shirt	25		
	Maternity Blouse+	25		
Pants	Long Pants	40	160/2 years	80/1 year
	Skirt	40		
	Maternity Pants+	40		

Supervisors Described in Sub-Clause 48.1.3 (cont.)

<u>Garment Family</u>	<u>Garment</u>	<u>Points</u>	<u>New Employee</u>	<u>Regular Cycle</u>
Tie	Tie	8	32/2 years	16/1 year
	Clip-on	8		
	Cross-over	8		
Sweater	Cardigan	45	45/3 years	45/3 years
	Vest	45		
	Quilted Vest	45		
	Quilted Jacket	45		
	Insulated Jacket+	70		
	Maternity Sweater+	45		
Belt	Belt	18	18/3 years	18/3 years
	Suspenders	18		
Blazer	Blazer	120	240/2 years	120/2 years
	Maternity Tunic+	60		
Footwear	Rubberboots+	30		

Note 1: For part-time *employees*, the duration periods specified above will be doubled.

Note 2: Maternity wear, rubberboots and other items identified with a “+” are available to all *employees* entitled to receive uniforms and protective clothing in accordance with Sub-Clauses 48.1.1, 48.1.2 and, where applicable, 48.1.3. However, extra points for these items are not allocated in the entitlement schedule, except as provided for in clause 48.2.

48.3.1 Upon appointment to a position as described under Sub-Clauses 48.1.1 and 48.1.2 the *employee* will be issued with one thousand three hundred and five (1305) points with which to purchase their initial uniform. Thereafter and once they have completed their initial two (2) year cycle, they will receive four hundred and thirty seven (437) points in October of each year.

- 48.3.2** Upon appointment to a position as described under Sub-Clause 48.1.3 the *employee* will be issued with six hundred and forty five (645) points with which to purchase their initial uniform. Thereafter and once they have completed their initial two (2) year cycle, they will receive two hundred and fifty two (252) points in October of each year.
- 48.4** An *employee* entering the *bargaining unit*, who is entitled to uniform and protective clothing in accordance with Clause 48.1, shall be furnished with the uniform and protective clothing described in Clause 48.3 within forty (40) working days of the date of his appointment, and thereafter in accordance with Clause 48.5.
- 48.5** Normally, all articles of uniform and protective clothing specified in Clause 48.3 and designated as either summer or winter items of uniform shall be issued by April 1 and September 1 respectively each year. The word "normally" in this context means that the deadlines will be met except for reasons beyond the control of the *Corporation*.
- 48.6** Replacements will not be issued for the garments utilized for less than the stated duration period, unless it is evident that defective material or workmanship or accelerated wear, which occurred through no fault of the *employee*, has rendered the garment unserviceable.
- 48.7** The *Corporation* may have the item of uniform or protective clothing repaired in lieu of replacement.
- 48.8** Used articles of clothing, where available, may be issued on loan to *employees* awaiting receipt of regular clothing issue. Such used articles must be dry-cleaned at the expense of the *Corporation* prior to the issue.
- 48.9** Subject to Clause 48.10, all items of uniform and protective clothing issued to *employees* remain the property of the *Corporation*.
- 48.10** On termination of employment or when no longer entitled to a uniform and protective clothing issue, an *employee* shall, at the discretion of the *Corporation*, return all articles of uniform and protective clothing to the *Corporation*.
- 48.11** *Safety footwear* will be provided as specified below to those *employees* described in Sub-Clauses 48.1.1, 48.1.2 and to any other *employee* the *Corporation* so designates.
- 48.11.1** *Safety footwear* will be supplied by the *Corporation* where practicable; or

- *48.11.2** The *Corporation* may choose to have the *employee* purchase his own *safety footwear*, and be reimbursed for the cost of the *safety footwear* upon presentation of the receipt, up to a maximum of one **hundred and eighty** dollars (\$**180.00**) **every two years**, or a greater amount if agreed by the parties through *consultation*.
- 48.11.3** *Safety footwear* will be replaced by the *Corporation*, or reimbursement for purchase will be provided, subject to Sub-Clause 48.11.2, when the *safety footwear* has been rendered unserviceable through normal wear and tear.
- 48.11.4** The *safety footwear* supplied to, or purchased by *employees* shall be consistent with the standards and specifications established by the *Corporation*.
- 48.12** An *employee* who is issued uniform and protective clothing, and/or *safety footwear* as provided in Clause 48.11 shall:

 - 48.12.1** wear the items of uniform, protective clothing and *safety footwear* only while on duty or when traveling between his place of residence and his place of duty; and
 - 48.12.2** not substitute nor add any item of uniform, protective clothing or *safety footwear* in lieu of any item issued or paid for by the *Corporation*, without a reason acceptable to the *Corporation*.
- 48.13** In cases where supervisors are required to work on docks and weather conditions warrant it, insulated jackets will be provided on a pool basis.
- 48.14** *Employees* accumulate the points set out in Clause 48.3. These points can be carried over to a maximum of one thousand six hundred (1600) points for *employees* described in Sub-Clauses 48.1.1 and 48.1.2 and to a maximum of one thousand (1000) points for Supervisors described in Sub-Clause 48.1.3. Points in excess of the maximums will be lost.

***48.15** When an *employee* is appointed to the position of Fleet Safety Officer, Fleet Safety Coordinator, Fleet Maintenance Control Officer or Superintendent Fleet Maintenance, they shall be eligible to earn and use uniform and protective clothing points as described in the following entitlement schedule:

Item	Points	New Employee	Regular Cycle
Cardigan or Vest	45	45/3 years	45/3 years
Quilted Jacket	45	45/3 years	45/3 years
Long Pants	40	160/2 years	80/1 year
Parka	180	180/3 years	180/3 years
Long or Short Sleeve Shirt 25	150/2 years	75/1 year	75/1 year
Golf Shirt	25	150/2 years	75/1 year
Belt	18	18/3 years	18/3 years

48.16 Notwithstanding the above, the provisions of this Article shall not apply to the positions listed in Appendix "K".

ARTICLE 49

DISCRIMINATION, HARASSMENT AND WORKPLACE VIOLENCE

- 49.1** The *Corporation* and the *Association* agree that there shall be no discrimination, interference, restriction, coercion, *harassment*, intimidation, or stronger disciplinary action exercised or practiced in the workplace by reason of a person's age, race, colour, national or ethnic origin, political or religious affiliation, sex, physical or mental disability, sexual orientation, marital status, family status, conviction for which a pardon has been granted or membership or activity in the *Association*.
- 49.2** The *Corporation* and the *Association* agree there shall be no *harassment* in the workplace. *Harassment* shall have the meaning(s) given to it in the *Corporation's* No Harassment Policy, as amended from time to time.
- 49.3** The *Corporation* and the *Association* recognize the right to a workplace free from *workplace violence*. *Workplace violence* shall have the meaning given to it in the *Corporation's* Workplace Violence Prevention and Protection policy, as amended from time to time.
- 49.4** Grievances involving this Article will be submitted and heard in accordance with Sub-Clause 15.5.2. Grievances under Article 49 will be handled with all possible confidentiality and dispatch by both parties to the Agreement. For purposes of the complaint stage set out in Clause 15.2, *employees* may alternatively elect to discuss their human rights complaint directly with the *Corporation's* relevant Human Rights Coordinator.
- 49.5** Where a complainant requests to be assisted by an *Association representative*, the *Association representative* shall have the right to assist the complainant and the *Corporation* will advise the *Association representative* of the progress of the investigation in a timely manner.

ARTICLE 50

TRAVEL, RELOCATION AND ISOLATED POSTS

50.1 Limited Application of this Article

For the purposes of this Agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this Article.

50.2 Time of Departure and Stop-Overs

When an *employee* is required to travel outside his *headquarters area* on *Corporation business*, the time of departure and means of such travel shall be determined by the *Corporation* and the *employee* shall be compensated for travel time in accordance with Clauses 50.3 and 50.4. Travel time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

50.3 Compensation

For the purpose of Clauses 50.2 and 50.4, the traveling time for which an *employee* shall be compensated is as follows:

50.3.1 For travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at destination, including the normal travel time to the point of departure.

50.3.2 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 destination and, upon his return directly back to his residence or work place.

50.3.3 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.

50.4 Rate of Travel Time Compensation

If an *employee* is required to travel as set forth in Clauses 50.2 and 50.3:

- 50.4.1** On a normal working day on which he travels but does not work, the *employee* shall receive his regular pay for the day.
- 50.4.2** On a normal working day on which he travels and works, the *employee* shall be paid:
- 50.4.2.1** his regular pay for the day for a combined period of travel and work not exceeding his regularly scheduled hours for that day, and
- 50.4.2.2** at the applicable *overtime* rate for additional travel time in excess of his regularly scheduled hours for that day.
- 50.4.3** Where, on a *day of rest* or on a designated paid holiday, an *employee* is required by the *Corporation* to travel outside his *headquarters area* and on *Corporation business*, the *employee* is entitled to be paid at the applicable *overtime* rate for all hours traveled to a maximum of eight (8) hours pay at the straight-time rate calculated on the basis of the means of transportation determined by the *Corporation*.
- 50.4.3.1** Notwithstanding Sub-Clause 50.4.3, where an *employee* is required to travel on a *day of rest* or on a designated paid holiday in excess of five (5) hours and twenty (20) minutes, the *employee* will in addition to the amount stipulated in Sub-Clause 50.4.3 receive one and one-half (1½) times his straight time rate for all hours traveled in excess of five (5) hours and twenty (20) minutes calculated to the nearest one-quarter (¼) hour.

50.5 **Situations Where Travel Time Compensation Does Not Apply**

Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the *employee* is required to attend by the *Corporation*.

50.6 **Travel from an Isolated Post**

The *Corporation* shall grant to every *employee* employed at an isolated post who is proceeding on *vacation leave* or sick leave, leave of absence with pay for the lesser of:

- 50.6.1** three (3) days; or

50.6.2 the actual time required to travel from his post to a point of departure and to return from a point of departure to his post.

50.6.3 **As of January 1, 2010, Clause 50.6 shall be amended to replace the reference to “sick leave” with “Personal Days for medical purposes”.**

50.7 **Meaning**

In Clause 50.6, "isolated post" and "point of departure" have the meanings given to these expressions in the Isolated Post Regulations.

50.8 **Transportation Problems**

In the case of unavoidable delay due to transportation problems between his post and the point of departure or return, the *Corporation* may grant additional time to the *employee* in consideration of the circumstances.

50.9 **Relocation, Travel, Living Accommodations and Isolated Posts**

The current benefit levels being received by *employees* in the *bargaining unit* in accordance with Corporate Policies dealing with Relocation, Travel, Living Accommodations and Isolated Posts shall be continued until they are amended by mutual agreement of the *Corporation* and the *Association* at the National level.

50.10 **Employees Occupying Relief Positions**

Employees occupying relief positions are entitled to the benefits provided by the corporate travel policy which is applicable to all *employees* in the *bargaining unit*. Nevertheless, when *employees* occupying relief positions are required to perform relief duties in an *office* which is within forty (40) kilometres from their workplace, they shall not be entitled to be reimbursed for meals which they would have been entitled to under the said corporate travel policy.

ARTICLE 51

FINANCIAL LOSSES

51.1 An *employee* will not be held accountable in cases of financial loss unless after a thorough investigation it is proven that such loss is due to his carelessness.

51.2

In the case of a shortage no recovery of funds shall be attempted by the *Corporation* until the *grievance* procedure is completed or the case is finally decided at arbitration.

PART XIII – APPENDICES AND LETTERS

APPENDIX A

SALARY RANGES (OP 1 to OP 3)

A: SALARY RANGES: **IMPLEMENTATION OF JEP APRIL 1, 2009**
B: SALARY RANGES EFFECTIVE APRIL 1, **2009**
C: SALARY RANGES EFFECTIVE APRIL 1, **2010**
D: SALARY RANGES EFFECTIVE APRIL 1, **2011**
E: SALARY RANGES EFFECTIVE APRIL 1, **2012**
F: SALARY RANGES EFFECTIVE APRIL 1, **2013**

Grade Levels		Minimum	Maximum
OP 1	A:	\$ 55,550	\$ 62,115
	B:	\$ 56,605	\$ 63,295
	C:	\$ 57,681	\$ 64,498
	D:	\$ 58,777	\$ 65,723
	E:	\$ 59,894	\$ 66,972
	F:	\$ 61,032	\$ 68,244
OP 2	A:	\$ 60,000	\$ 70,397
	B:	\$ 61,140	\$ 71,735
	C:	\$ 62,302	\$ 73,097
	D:	\$ 63,485	\$ 74,486
	E:	\$ 64,692	\$ 75,902
	F:	\$ 65,921	\$ 77,344
OP 3	A:	\$ 66,000	\$ 77,568
	B:	\$ 67,254	\$ 79,042
	C:	\$ 68,532	\$ 80,544
	D:	\$ 69,834	\$ 82,074
	E:	\$ 71,161	\$ 83,633
	F:	\$ 72,513	\$ 85,222

SALARY RANGES (SALES 1 to SALES 6)

A: SALARY RANGES: **IMPLEMENTATION OF JEP APRIL 1, 2009**
B: SALARY RANGES EFFECTIVE APRIL 1, 2009
C^: **SALARY RANGES EFFECTIVE JANUARY 1, 2010**
C: SALARY RANGES EFFECTIVE APRIL 1, 2010
D^: **SALARY RANGES EFFECTIVE JANUARY 1, 2011**
D: SALARY RANGES EFFECTIVE APRIL 1, 2011
E^: **SALARY RANGES EFFECTIVE JANUARY 1, 2012**
E: SALARY RANGES EFFECTIVE APRIL 1, 2012
F^: **SALARY RANGES EFFECTIVE JANUARY 1, 2013**
F: SALARY RANGES EFFECTIVE APRIL 1, 2013

Grade Levels		Minimum	Maximum
SL1	A:	\$ 42,092	\$ 52,915
	B:	\$ 42,892	\$ 53,920
	C:	\$ 43,707	\$ 54,945
	D:	\$ 44,537	\$ 55,989
	E:	\$ 45,383	\$ 57,053
	F:	\$ 46,246	\$ 58,137
SL3	A:	\$ 55,171	\$ 63,468
	B:	\$ 56,219	\$ 64,674
	C:	\$ 57,287	\$ 65,903
	D:	\$ 58,376	\$ 67,155
	E:	\$ 59,485	\$ 68,431
	F:	\$ 60,615	\$ 69,731
SL4	A:	\$ 59,650	\$ 68,000
	B:	\$ 60,783	\$ 69,292
	C:	\$ 61,938	\$ 70,609
	D:	\$ 63,115	\$ 71,950
	E:	\$ 64,314	\$ 73,317
	F:	\$ 65,536	\$ 74,710
SL5	A:	\$ 59,593	\$ 70,111
	B:	\$ 60,725	\$ 71,443
	C:	\$ 61,879	\$ 72,801
	D:	\$ 63,055	\$ 74,184
	E:	\$ 64,253	\$ 75,593
	F:	\$ 65,474	\$ 77,030

SL2A	A:	\$ 44,119	\$ 49,853
	B:	\$ 44,119	\$ 49,853
	C^:	\$ 44,119	\$ 49,853
	D:	\$ 44,957	\$ 50,800
	E:	\$ 45,811	\$ 51,765
	F:	\$ 46,682	\$ 52,749

SL6A	A	\$ 50,396	\$ 61,048
	B	\$ 50,396	\$ 61,048
	C^:	\$ 50,396	\$ 61,048
	D:	\$ 51,354	\$ 62,208
	E:	\$ 52,329	\$ 63,390
	F:	\$ 53,323	\$ 64,594

SL2B	A:	\$ 49,968	\$ 56,463
	B:	\$ 49,968	\$ 56,463
	C:	\$ 49,968	\$ 56,463
	D:	\$ 49,968	\$ 56,463
	E:	\$ 49,968	\$ 56,463
	F:	\$ 49,968	\$ 56,463

SL6B	A:	\$ 53,565	\$ 64,887
	B:	\$ 53,565	\$ 64,887
	C^:	\$ 53,505	\$ 64,814
	D^:	\$ 53,444	\$ 64,741
	E^:	\$ 53,384	\$ 64,667
	F^:	\$ 53,323	\$ 64,594
	F:	\$ 53,323	\$ 64,594

APPENDIX A – Salary Notes

1. Weekly rates are to be calculated by dividing the annual rate by fifty-two point one seven six (52.176).
2. Daily rates are to be calculated by dividing the weekly rate by five (5).
3. The hourly rates are to be calculated by dividing the weekly rate by forty (40).
4. Part-time *employees* are paid on an hourly basis.
5. Effective July 1, 2009, the rate of pay of *employees* who were on strength as *regular employees* on September 30, 2005, and who have completed twenty-eight (28) years of *regular* service, shall be increased by one percent (1%).

6. Notwithstanding the above paragraph, *regular employees* who completed sufficient service to be eligible for twenty-eight (28) weeks of severance pay on September 30, 2005 shall not be eligible for the one percent (1%) increase.
7. **Effective on October 8, 2009, there shall be two different salary scales for the SL2 and SL6 classification levels: SL2A and SL2B and SL6A and SL6B respectively. The SL2A and SL6A salary scales will be for all new *employees* hired on or after October 8, 2009, and for all *employees* who move into the SL2 and SL6 classifications on or after October 8, 2009. All current *employees* in the SL2 and SL6 classifications can opt into either the SL2A or SL6A salary scales, as applicable, between December 1, 2009 and March 31, 2010, for the *fiscal year* 2010.**
8. **All *employees* who are part of the SL2 and SL6 classifications prior to October 8, 2009, who do not opt into the SL2A and SL6A salary scales, as applicable, by March 31, 2010, will remain in the SL2B and SL6B salary scales, as applicable.**
9. **On January 1, 2010, all *employees* who were part of the SL2 and SL6 classifications prior to October 8, 2009 and who opt into the SL2A and SL6A salary scales, as applicable, will have their individual salaries reduced by 11.71% if part of the SL2A, and by 5.92% if part of the SL6A.**
10. **For the 2011, 2012 and 2013 *fiscal years*, *employees* in the SL2B and SL6B salary scales can opt in to the SL2A and SL6A salary scales, as applicable, anytime between January 1 and March 31 of the *fiscal year*, as applicable.**
11. **On January 1, 2010, January 1, 2011, January 1, 2012, and on January 1, 2013, all *employees* in the SL6B salary scale will have their individual salaries reduced by 0.11% each year.**
12. **For those *employees* who opt in to the SL2A and SL6A salary scales, as applicable, after the start of the *fiscal year*, their wages will be reduced and reconciled accordingly.**
13. **All *employees* who are part of the SL2 and SL6 classifications prior to October 8, 2009 will receive a pensionable lump sum payment of 1.9% in lieu of a April 1, 2009 wage increase.**

APPENDIX B
BILINGUAL BONUS

The *Corporation* will continue to pay the bilingual bonus, in accordance with corporate policy, for the duration of this Agreement.

***APPENDIX C**

SOLE ARBITRATORS

ATLANTIC

S. BRUCE OUTHOUSE
HALIFAX NS

WAYNE THISTLE
ST. JOHN'S NF

PETER G. BARTON
ST. JOHN'S NF

BRUCE ARCHIBALD
HALIFAX NS

PETER E. DARBY
HALIFAX NS

EASTERN

ME ANDRÉ BERGERON
MONTREAL QC

ME JEAN-GUY CLEMENT
ST-HYPPOLYTE QC

ME FRANCOIS G. FORTIER
ILE D'ORLEANS QC

ME HARVEY FRUMKIN
MONTREAL QC

ME MARC GRAVEL
ABBOTSFORD QC

SERGE LALANDE
OUTREMONT QC

ME ANDRÉ ROUSSEAU, LL.D.
OUTREMONT QC

ME ANDRÉ SYLVESTRE
BERTHIERVILLE QC

ME DENIS TREMBLAY
ST-FOY QC

CENTRAL

PETER G. BARTON
ST MARY'S ON

SYDNEY BAXTER
OTTAWA ON

HOWARD D. BROWN
OAKVILLE ON

DONALD D. CARTER
KINGSTON ON

JANE H. DEVLIN
TORONTO ON

KENNETH ALLAN HINNEGAN
CHATHAM ON

OWEN B. SHIME, Q.C.
TORONTO ON

IAN C. SPRINGATE
AJAX ON

F. R. VON VEH
TORONTO ON

**CHRISTINE SCHMIDT
TORONTO, ON**

WESTERN

T.A.B. JOLLIFFE
CALGARY AB

DAVID JONES
EDMONTON AB

**THOMAS G. HODGES
CALGARY AB**

**DIANE E. JONES
WINNIPEG MB**

PACIFIC

PAUL DEVINE
VANCOUVER BC

NICHOLAS P GLASS
VANCOUVER, BC

THOMAS G. HODGES
CALGARY, AB

LIST OF ARBITRATORS FOR NATIONAL POLICY GRIEVANCES, GRIEVANCES
RELATING TO JOB EVALUATION ISSUES, AND GROUP GRIEVANCES
CONCERNING MORE THAN ONE (1) CORPORATE DIVISION/REGION.

SYDNEY BAXTER
JANE DEVLIN
CLAUDE FOISY¹
HARVEY FRUMKIN
IAN SPRINGATE

ME CLAUDE FOISY
MONTREAL QC

APPENDIX D

EMPLOYMENT EQUITY

The *Corporation* and the *Association* recognize the need for, and the value of, establishing a consultative process in the implementation of Employment Equity in our workplace. To this end, both parties will establish a representative committee that will be responsible for these undertakings.

APPENDIX E

DIVISIONS

For the purpose of Articles 43 and 44 “*Division*” shall mean the former nine (9) *Divisions* of the *Corporation*, with modifications as incorporated below, and shall remain in effect for the life of this Agreement, unless the parties agree otherwise.

Following are the definitions of the nine (9) *Divisions* by FSA:

<u>Division</u>	<u>FSA</u>
Atlantic	A,B,C and E Codes
Quebec	G Codes
Montreal	H Codes and J Codes, with the exception of those listed under Rideau.
Rideau	J8L to J8V J9A to J9H J9J K Codes L3V to L3X L3Z L4M and L4N L4R L9M L9Y L0C to L0G L0K to L0M P1A to P6C P0A to P0S P7A to P9N P0T to P0Y
York	L0A to L0C L0E L0G to L0J L0P and L0Q L1A to L1Z L3P to L3T L3Y L4A to L4L L4P L4S to L7J L9L L9N to L9T M Codes

Huron	L2A to L3M L7L to L9K L9V to L9X L0N L0R and L0S N Codes
*Mid-West	R Codes and S Codes
Foothills	T1A to T9N T0A to T0S V0C ¹ (only Fort St. John and Dawson Creek) X Codes
Pacific	V Codes and Y Codes

1. Note that Fort St. John and Dawson Creek only are in Foothills and the remainder of V0C is in Pacific.

APPENDIX F

COMPRESSED WORK WEEK/FLEXIBLE WORK WEEK

During the life of this Agreement, the *Corporation* may implement Compressed Work Weeks or Flexible Work Weeks. Any decision to implement a compressed/flexible work week must be mutually agreed to by the *Corporation* and the *Association*.

The *Corporation* will determine the work sites in which Compressed Work Weeks or Flexible Work Weeks are required. The *Corporation* shall involve the *Association* as a key participant in National *consultation* concerning the planning and implementation phases of any Compressed Work Week or Flexible Work Week, subject to the following:

Compressed Work Week

- a) The work week for affected *employees* shall be forty (40) hours for full time and a minimum of sixteen (16) hours for part time. The hours shall be spread over four (4) days for full time and shall not exceed more than four (4) days for part time.
- b) The schedule for affected *employees* shall be fixed and shall not exceed twelve (12) hours per day for both full time and part time. The schedule of hours shall not be less than three (3) hours per day for part time.
- c) *Overtime* rates of pay shall apply after the completion of scheduled hours of work for each day except for part time *employees* where *overtime* rates of pay shall apply after the completion of twelve (12) hours of work when the schedule is twelve (12) hours and after the completion of eight (8) hours of work when the schedule is less than eight (8) hours. *Overtime* rates of pay for *employees* shall also apply after the completion of forty (40) hours of work in a week.

Flexible Work Week

- a) The work week for affected *employees* shall be forty (40) hours for full time and a minimum of sixteen (16) hours for part time. The hours shall be spread over five (5) days for full time and shall not exceed more than five (5) days for part time.
- b) The schedule for affected *employees* shall be fixed and shall not exceed twelve (12) hours per day for both full time and part time.
- c) The schedule for full time *employees* shall not be less than six (6) hours per day for full time and shall not be less than three (3) hours per day for part time.

- d) *Overtime* rates of pay shall apply after the completion of scheduled hours of work for each day for full time *employees*. *Overtime* rates of pay for part time *employees* shall apply after the completion of twelve (12) hours of work when the schedule is twelve (12) hours and after the completion of eight (8) hours of work when the schedule is less than eight (8) hours. *Overtime* rates of pay for *employees* shall also apply after the completion of forty (40) hours of work in a week.

APPENDIX G

CAR PLAN

The parties agree that the car plan shall apply to all *employees* who meet the requirements of the plan and who, by virtue of their position (as described in the job description), are required to provide an automobile for use on *Corporation business*. Should an *employee* no longer be eligible for the car plan due to an involuntary change in position, he will continue to receive only the monthly allowance as per the Car Allowance Plan, for a maximum notice period of up to six (6) months.

In the event that the *Corporation* wishes to introduce any changes to the car plan, including to the rates, allowances or other amounts specified therein, it shall consult with the *Association* at the National level at least thirty (30) *days* prior to the implementation of such changes.

***APPENDIX H**

SHORT TERM DISABILITY PROGRAM

The following sets out the mutual understanding reached between the parties.

The Short Term Disability Program shall take effect on January 1, 2010.

As of January 1, 2010, all sick leave credits accumulated up to December 31, 2009, will be converted to "top-up credits" on an hour for hour basis.

ARTICLE I – PERSONAL DAYS:

1. Personal Days shall be allocated and used as per Clause 32.6.1 of the Collective Agreement.

ARTICLE II - ELIGIBILITY

1. All indeterminate *employees* shall have access to short term disability benefits as of their date of hire.
2. Term *employees* of greater than six (6) months shall have access to short term disability benefits.
3. An *employee* will not be eligible for short term disability benefits in the following situations:
 - (a) Any period when he is imprisoned;
 - (b) Any illness or injury due to the commission of, or an attempt to commit, an assault or other criminal offence (subject to conviction in a court of law);
 - (c) Any illness or injury related to substance abuse, unless the *employee* agrees to receive ongoing, active professional treatment deemed appropriate for the condition being treated.

ARTICLE III – SHORT TERM DISABILITY BENEFITS

1. An *employee* can receive short term disability benefits for up to a maximum of thirty (30) weeks after the date of the commencement of the illness or injury.
2. Eligibility for short term disability benefits will be determined by the Disability Management Provider. In order to be eligible for short term disability benefits, an *employee* must be under the care of a physician, and follow the treatment prescribed by that physician as deemed appropriate for the illness or injury by the Disability Management

Provider. The *employee* is responsible for providing all medical information to the Disability Management Provider.

3. The qualifying period to be eligible for short term disability benefits is as follows:
 - a. Accident: zero (0) days
 - b. Hospitalization: zero (0) days
 - c. Illness: seven (7) calendar days
4. Should an *employee* become hospitalized prior to the end of the qualifying period, short term disability benefits are payable as of the date of hospitalization. Hospitalized shall mean admitted to a hospital regardless of the period of time.
5. In the event of illness, an *employee* may use his Personal Days until the short term disability benefits commence on the eighth (8th) calendar day following the first day of work missed due to the illness. If, or once an *employee's* Personal Days have been exhausted, and so long as the *employee* is ultimately approved by the Disability Management Provider for short term disability benefits, the *employee* may, during the qualifying period use his available top-up credits, if any, to ensure he does not suffer any loss of pay.
6. *Employees* who are approved for short-term disability benefits, shall receive the following benefits:
 - a. During the first fifteen (15) weeks of their illness or injury (excluding the seven (7) calendar day waiting period, if applicable), 70% of their salary. As well, *employees* can use their top-up credits to top-up short-term disability benefits to 100% of their salary.
 - b. For the remainder of the thirty (30) week period of their illness or injury, the *employee* shall receive the difference between 70% of their salary and the payment received from Employment Insurance, as per Clause 8 below. As well, *employees* can use their top-up credits to top-up the short-term disability benefits to 95% of their salary.
7. To top-up their short-term disability benefits, an *employee's* top-up credits will be used at the rate of one (1) hour of top-up credits for every one (1) hour required to top-up short term disability benefits from 70% of the *employee's* salary to 100% or 95%, as the case may be.
8. Should the disability continue for a period exceeding fifteen (15) weeks, the *employee* shall apply for Employment Insurance benefits. If the *employee* is approved, he will receive benefits as per Part I of the Employment Insurance Act (as of the date of signing, 55% of an

employee's salary, to a maximum of \$447.00 per week). This amount will be topped up as per paragraph 6b above. If the *employee* is not approved for Employment Insurance benefits, he shall continue to receive short term disability benefits, if approved by the Disability Management Provider, for the balance of the thirty (30) weeks and will be able to top-up said benefits, as per paragraph 6b above.

9. All short term disability benefits paid to an *employee* are considered income for income tax purposes.
10. An *employee's* short term disability benefits will be reduced by any income received by the *employee* from the following sources:
 - a. Earnings from other employment, unless the *employee* can show proof that this employment predated their injury or illness;
 - b. Benefits payable under any Workers' Compensation program, where such a reduction is permitted by law;
 - c. Benefits from no-fault government insurance or automobile insurance, where such a reduction is permitted by law;
 - d. Any other disability or retirement benefits, severance payments, or salary continuation benefits resulting from employment.
11. Where permissible by law, all *employees* will be subject to Canada Post's right of subrogation, as per the terms of the Short Term Disability Program.
12. *Employees* must comply with, and participate in any rehabilitation program recommended by the Disability Management Provider, in order to continue to receive short term disability benefits. A rehabilitation program may include modified hours and/or modified duties of the *employee's* job, or other reasonable alternatives proposed by the Disability Management Provider.
13. Any short term disability benefits payable to an *employee* will cease on the earliest of:
 - a. The date on which the *employee* ceases to be disabled;
 - b. The date on which the *employee* engaged in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation;
 - c. The date on which the *employee* fails to furnish satisfactory proof of continued disability to the Disability Management provider;
 - d. The date on which the *employee* refuses to participate in a disability management program or to take up rehabilitative

employment considered appropriate by the Disability Management Provider.

14. All monies payable under the Short Term Disability Program shall be payable in Canadian dollars.

ARTICLE IV – RECURRENCE

1. Should an *employee* have a recurrence of the same or a related medical condition within thirty (30) calendar days of his return to work following a short term disability leave, and it is medically supported, the *employee* shall receive a continuation of his short term disability benefits, with no qualifying period, for the remaining duration of the thirty (30) week period.
2. After an *employee* has returned to work following a short term disability leave for longer than thirty (30) calendar days, any subsequent absence is considered a new period of illness or injury. If the *employee* has not returned to work on a full-time basis, and the illness or injury is medically supported, the *employee* shall receive a continuation of his short term disability benefits, with no qualifying period, for the remaining duration of the thirty (30) week period.

ARTICLE V – APPEAL PROCESS

1. An appeal is a written request from an *employee* to revisit the decision on his file. The appeal process is designed to provide an objective review of the decision made and provide the *employee* with the opportunity to provide additional medical information.

If an *employee* avails himself of his right to appeal, he will be entitled to short term disability benefits during the time it takes to come to a determination regarding the first level appeal. If the first level appeal is denied, the *Corporation* shall recover any overpayment from the *employee's* pay, but such recovery shall not exceed ten percent (10%) of the *employee's* pay in each pay period, until the entire amount is recovered.

Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding may be recovered in full from the *employee's* final pay.

2. First Level Appeal

The *employee* must submit a written intent to appeal to the Disability Management Provider within seven (7) calendar days of the original decision having been communicated to the *employee* in writing.

The *employee* must provide the Disability Management Provider's Case Manager with any additional medical information that the

employee wishes to submit or that has been requested by the Case Manager within thirty (30) calendar days from the notice to appeal.

The Case Manager will review the additional medical information with the Disability Management Provider's Medical Consultant to clarify the diagnosis, prognosis and treatment plan.

The Case Manager will review the *employee's* list of barriers and medical information with the Disability Management Provider's Claims Specialist.

The Disability Management Provider's Claims Specialist will provide a written decision with detailed reasons and recommendations to the *employee* and, if authorized by the *employee*, a copy to the representative of the *Association*.

3. Final Appeal

Once an *employee* has been advised in writing that their first level appeal has been denied, the *employee* or his *Association representative* has ten (10) working days to advise the Case Manager, in writing, of the intent to appeal. An independent occupational health specialist shall review the claim, including any further information provided. The claim documents will include a release that the *employee* may sign to authorize a representative of the *Association* to represent the *employee's* interests during this final appeal.

The independent occupational health specialist shall hold a fact finding meeting as soon as possible following his/her appointment. The purpose shall be to ascertain the issue and facts prior to rendering a decision. The independent occupational health specialist shall allow the *employee*, the *Association representative* (if applicable), the *Corporation's* representative and the Case Manager to present their case. None of the parties above shall be represented by lawyers, and no witnesses will be allowed to testify.

If the parties are unable to agree on an independent occupational health specialist within fifteen (15) working days from the notice to appeal, either party can make a request to the Minister of Labour for the appointment of an independent occupational health specialist to make a final review and determination.

The decision of the independent occupational health specialist shall be final and binding upon both parties, without creating a precedent,

and shall not be subject to the grievance procedure under the Collective Agreement.

The fees and expenses of the independent occupational health specialist, including the costs of the fact finding meeting, if any, shall be shared equally between the parties.

APPENDIX I

UNIFORMS AND PROTECTIVE CLOTHING

The parties agree to continue to meet with the established National Joint Uniform Committee, which is composed of an equal number of representatives of the *Corporation* and the *Association*, to review any concerns that may be raised with respect to the current uniforms and protective clothing.

APPENDIX J

AWARDS AND BONUS PROGRAMS FOR EMPLOYEES

The parties agree that during the life of this Agreement, the *Corporation* may establish and implement awards or bonus programs for any *employees* in the *bargaining unit*. The *Corporation* will inform the *Association* locally or nationally, as applicable, of any such programs when they are implemented.

***APPENDIX K**

UNIFORMS AND PROTECTIVE CLOTHING: EXCLUDED

Manager, Local Area
Sales Representatives
Officer, Delivery Services
Officer, Divisional Maintenance
Officer, International Despatch Control
Officer, Transportation
Service Representative Telephony
Service Representative Deployed
Lead Generator Sales Representative
Senior Service Representative
Inside Sales Representative
Sales Associate
Knowledge Improvement Specialist
Superintendent Commercial Service

APPENDIX L

SPECIAL FUND

The parties hereby recognize that in order for *Association* members to be more involved in the management of the *Corporation*, they need more opportunities to participate in national projects put in place by the *Corporation* from time to time.

For that reason, the *Corporation* hereby agrees to continue the Special Fund as follows:

a) An amount of seventy-five thousand dollars (\$75,000) per year (April 1 to March 31), for the duration of this Agreement, which will be jointly administered by the General Manager of Labour Relations for the *Corporation*, and by the *Association* at the National level.

It is understood that this amount will serve primarily to fund positions for *Association* members on Corporate national projects. With the express consent of the *Corporation*, it may also be used to fund other activities which would allow *Association* members to become more involved in the management of the *Corporation*.

*b) An additional amount of seventy-five thousand dollars (\$75,000) per said year, will be available to allow the *Association* to conduct any internal training activities or any other related activities as it deems necessary.

Any amounts remaining unused at the conclusion of one year will carry forward to the next year and be in addition to the yearly amount of the Special Fund as specified above.

APPENDIX M

ANNUAL CONSULTATIONS WITH MSS GENERAL MANAGERS

Sales

The *Corporation's* General Manager, **MSS Effectiveness**, a representative from national Labour Relations and two representatives of the *Association's* National Executive agree to meet annually to consult in accordance with Article 12 on the most recent Sales Business Plan Update, including year to date performance, changes being considered to maintain or improve the *Corporation's* competitive position in the market place, and any other issues of national concern.

Commercial Service

The *Corporation's* General Manager, **Customer Service**, a representative from national Labour Relations and two representatives of the *Association's* National Executive agree to meet annually to consult in accordance with Article 12 on the most recent Service Business Plan Update, including year to date performance, changes being considered to maintain or improve the *Corporation's* competitive position in the market place, and any other issues of national concern.

QUARTERLY MSS CONSULTATIONS

Sales

One designated representative from the *Corporation's* **Sales Effectiveness** group, a representative from national Labour Relations and two national representatives of the *Association* agree to meet on a quarterly basis to consult in accordance with Article 12 on the *Corporation's* Sales Coverage, specifically sales potential assessment, territory design, quota setting and revenue crediting. When required, a summary of outcomes from the Sales Performance Measurement adjustment process (i.e. territory design and/or quota adjustment requests, submitted for consideration by sales representatives and/or sales management) will also be reviewed.

The annual national Sales consultation may be held in conjunction with one of the quarterly Sales consultations if agreed to by the parties.

Customer Service

One designated representative, from the *Corporation's* **Customer Service** group, a representative from national Labour Relations and two national representatives

of the *Association* agree to meet on a quarterly basis to consult in accordance with Article 12 on issues affecting *Association* members in **Customer Service**.

The annual national Service consultation may be held in conjunction with one of the quarterly consultations if agreed to by the parties.

QUARTERLY AREA (EAST, WEST, CENTRAL) BUSINESS REVIEWS

Whenever Quarterly Business Reviews, hosted by senior Area Sales and/or Service field management, are held for the benefit of Sales and/or Service teams, the affected *Divisional Vice-Presidents* from the Area will be invited to attend. These reviews will generally provide an Area Business Plan Update, including year to date performance, changes being introduced to maintain or improve the *Corporation's* competitive position in the market place, and an opportunity to exchange on concerns and issues.

GENERAL NOTE

The *Association* may bring an additional subject matter expert from the *Bargaining Unit* to any meeting.

***LETTER #1**

**LETTER OF UNDERSTANDING BETWEEN
CANADA POST CORPORATION AND
THE ASSOCIATION OF POSTAL OFFICIALS OF CANADA**

September 14, 2009

Mr. François Goulet
Chief Negotiator
Association of Postal Officials of Canada
28 Concourse Gate, Suite 201
Ottawa ON K2E 7T7

RE: TEAM INCENTIVE AND INDIVIDUAL INCENTIVES
PERFORMANCE APPRAISALS

Dear Mr. **Goulet**:

The parties recognize that the following shall apply:

TEAM AND INDIVIDUAL INCENTIVES FOR OP POSITIONS

CORPORATE TEAM INCENTIVE

The terms and conditions of the Corporate Team Incentive Plan which are applicable to Management personnel within the *Corporation*, shall apply to *Association* members in **OP** positions.

The Corporate Team Incentive Plan will have an incentive potential of four (4) percent per *fiscal year* for meeting corporate financial targets, service performance targets and customer satisfaction targets. Also, there is a potential for earning more than the four (4) percent if the *Corporation* exceeds the targets it sets and less than the four (4) percent if the *Corporation* does not meet the targets it sets.

In order to be eligible for any payment under the Corporate Team Incentive Plan, individuals must be *Regular employees* in an **OP** position and have more than three (3) months continuous service in the *Association bargaining unit* during the *fiscal year* and must still be in the *bargaining unit* at the end of the *fiscal year*. Payments are based on one twelfth (1/12th) of the incentive for each month as a Regular full-time *employee* in the *Association bargaining unit*. Regular part-time *employees'* payments are based on their actual straight time hours worked.

The *Corporation* may modify any of the terms and conditions of the Corporate Team Incentive Plan for the then current or subsequent *fiscal year(s)*, up to and including the suspension of payments thereunder, following *consultation* with the *Association* at the National level at least sixty (60) *days* prior to the implementation of such changes.

CORPORATE INDIVIDUAL PERFORMANCE INCENTIVE

The parties agree that *Association* members in **OP** positions will continue to be entitled to the Corporate Individual Performance Incentive Plan.

Employees receiving the following rating on their performance appraisals (in accordance with the performance rating scale currently in effect within the *Corporation*) can obtain payments of individual performance incentives, for each *fiscal year*, based on the following percentages of regular (substantive) salary:

Exceptional:	3.0% to 4.5%
Commendable:	1.5% to 3.0%
Needs Improvement:	0% to 1.5%

In order to be eligible for any payment under the Corporate Individual Performance Incentive Plan, individuals must be *Regular employees* in an **OP** position and have more than three (3) months continuous service in the *Association bargaining unit* during the *fiscal year* and must still be in the *bargaining unit* at the end of the *fiscal year*. Payments are based on one twelfth (1/12th) of the incentive for each month as a Regular full-time *employee* in the *Association bargaining unit*. Regular part-time *employees'* payments are based on their actual straight time hours worked.

The *Corporation* agrees that *Association* members will be treated no differently than Management employees insofar as any potential suspension of payment under the Corporate Individual Performance Incentive Plan.

MSS TEAM AND INDIVIDUAL INCENTIVES FOR SL POSITIONS

The Corporate Team Incentive and the Corporate Individual Performance Incentive referred to in this letter shall not apply to *employees* in SL positions.

All **MSS** Incentives for the *fiscal year* shall be based on the *employee's* regular salary rate in effect on December 31 of that year.

In order to be eligible for any payment under the Individual and Team **MSS** Incentive Plans, individuals must be *Regular employees* in a SL position and have more than three (3) months continuous service in the *Association bargaining unit* during the *fiscal year* and must still be in the *bargaining unit* at the end of the *fiscal year*. Payments are based on one twelfth (1/12th) of the incentive for each month as a Regular full-time *employee* in the *Association bargaining unit*. Regular part-time *employees'* payments are based on their actual straight time hours worked.

The *Corporation* may modify any of the terms and conditions of the Individual and Team **MSS** Incentive Plans for the then current or subsequent *fiscal year(s)*, up to and including the suspension of payments thereunder, following *consultation* with the *Association* at the National level at least sixty (60) *days* prior to the implementation of such changes.

MSS TEAM INCENTIVES

“**MSS Team Performance Incentive At Target**” means the bonus payment to be earned by the *employee* for his **MSS Team** achieving their approved goals for the *fiscal year*. Additional **MSS Team Performance Incentives** (to a maximum amount) as indicated below, are available to an *employee* whose *Team* exceeds its approved goals for the *fiscal year*. The “At Maximum” percentages referenced below are in addition to the “At Target” percentages.

Classification level	Year	MSS Team Incentive At Target	Additional MSS Team Incentive At Maximum
SL 1 Sales Associate	2009	4%	3%
	2010	4%	3%
	2011	4%	3%
	2012	4%	3%
	2013	4%	3%
SL 2 Inside sales Representative	2009	4%	2%
	2010	4%	2%
	2011	4%	2%
	2012	4%	2%
	2013	4%	2%
SL 3 Service Representative	2009	4%	3%
	2010	4%	3%
	2011	4%	3%

	2012	4%	3%
	2013	4%	3%
SL 4 Knowledge Improvement Specialist and Commercial Service Representative	2009	4%	3%
	2010	4%	3%
	2011	4%	3%
	2012	4%	3%
	2013	4%	3%
SL 5 Senior Service Representative	2009	4%	3%
	2010	4%	3%
	2011	4%	3%
	2012	4%	3%
	2013	4%	3%
SL 6 Sales Representative	2009	4%	3%
	2010	4%	3%
	2011	4%	3%
	2012	4%	3%
	2013	4%	3%

MSS INDIVIDUAL INCENTIVES

Individual MSS Performance Incentives for SL 1, 3, 4 & 5 Positions

SL1, 3, 4 & 5 *employees* receiving the following rating on their performance appraisals (in accordance with the performance rating scale currently in effect within the *Corporation*) can obtain payments of individual **MSS** Performance incentives, for each *fiscal year*, based on the following percentages of regular (substantive) salary:

Exceptional:	4.0% to 6.0%
Commendable:	2.5% to 4.0%
Needs Improvement:	0% to 2.5%

Individual MSS Performance Incentives for SL 2 & 6 Positions

“Individual SALES Performance Incentive At Target” means the bonus payment to be earned by the *employee* for achieving his approved goals for the *fiscal year*. “Additional Individual Performance SALES Incentive” (to a maximum amount) as

indicated below, are available to an *employees* exceeding their approved goals for the *fiscal year*. The “At Maximum” percentages referenced below are in addition to the “At Target” percentages.

<i>Classification level (Split by salary scale)</i>	Year	Individual SALES Incentive At Target	Additional Individual SALES Incentive At Maximum
SL 2A Inside sales Representative	2009	29.33%	64.67%
	2010	29.33%	64.67%
	2011	29.33%	64.67%
	2012	29.33%	64.67%
	2013	29.33%	64.67%
SL 6A Sales Representative	2009	29.33%	63.66%
	2010	29.33%	63.66%
	2011	29.33%	63.66%
	2012	29.33%	63.66%
	2013	29.33%	63.66%
SL 2B Inside Sales Representative	2009	5%	3.75%
	2010	8%	11.35%
	2011	11%	18.95%
	2012	14%	26.55%
	2013	17%	34.15%
SL 6B Sales Representative	2009	12%	6.75%
	2010	16.3%	21%
	2011	20.6%	35.2%
	2012	24.9%	49.4%
	2013	29.33%	63.66%

PERFORMANCE APPRAISALS

Rating

1. An “Unable to Rate” rating (unable to rate designation) will only apply to the following *employees*:
 - a) Those hired by the *Corporation*, within the last three months of the appraisal period;

- b) *Employees* moving to the *bargaining unit* within the last three months of the appraisal period, from another *bargaining unit* where no performance appraisal process applies;
- c) *Employees* who have been on any leave of absence for a period greater than 9 months during the appraisal period.

Review Process

- 2. The following review process may be used for *employees* who receive a performance rating of less than "*Commendable*":
 - a) If an *employee*, after having completed the standard appraisal process, is still not satisfied with his performance rating because it is less than "*Commendable*", then he may advise his *Divisional Vice-President*.
 - b) The *Divisional Vice-President*, if he deems appropriate, informs the Director, Human Resources that the *employee* is not satisfied and asks for a meeting with the *General Manager* or his authorized representative.
 - c) The Director, HR schedules and attends the meeting with the *General Manager* or his authorized representative and the *Divisional Vice-President*. Under normal circumstances, the meeting should take place within thirty (30) *days* of the request by the *Divisional Vice-President*. The results of the review will be communicated to the *employee* by the Director, HR.

Objectives / Goals

- 3. The preceding review process shall also be available to *employees* who do not receive their objectives (goals) and to *employees* who cannot come to an agreement on the objectives (goals) to be set out in their Performance Plan for the upcoming *fiscal year*.

In the case of non-receipt of objectives (goals), *employees* may indicate in writing such non-receipt to their immediate supervisor.

In the case of disagreement on objectives (goals), *employees* may indicate in writing their disagreement on their Performance Planning Worksheet, at the time the objectives (goals) are set out.

At the mid-year review, *employees* who are still not satisfied with their objectives (goals) or who have still not received their objectives (goals) may use the review process to have them reviewed or given to them.

Appraisal Process

4. The *Corporation* may modify the performance rating scale for the current or subsequent *fiscal year(s)*, following *consultation* with the *Association* at the National level at least sixty (60) *days* prior to the implementation of such changes.
5. In the application of the appraisal process, *employees* experiencing difficulties meeting their objectives (goals) or who are heading in the direction of receiving a "Needs Improvement" rating on their performance appraisal, must be notified in the quarter in which their performance is deemed to be "Needs Improvement" and have a quarterly review completed in writing by the end of the month following that quarter except in the case of the end of the *fiscal year*, when the *employee* must be notified of his overall performance rating by February 28th. In the event that a quarterly review is not completed in accordance with this paragraph, the *employee's* performance for that relevant quarter shall be deemed "*Commendable*".

Fiscal Year

For the purposes of performance appraisals and incentives, the *Corporation's* "fiscal year" shall be the period from January 1 to December 31 each year.

Yours truly,

Marc Bedard
Chief Negotiator

LETTER #2

**LETTER OF UNDERSTANDING BETWEEN
CANADA POST CORPORATION AND
THE ASSOCIATION OF POSTAL OFFICIALS OF
CANADA**

Mr. John Barrowclough
National President
Association of Postal Officials of Canada
28 Concourse Gate
NEPEAN ON K2E 7T7

Dear Mr. Barrowclough:

RE: INTERPRETATION OF ARTICLE 43

The parties agree that, for positions in *classification levels* existing as of the date hereof, re-evaluations to a higher *classification levels* resulting from changes to positions will be considered to be a re-evaluation within the meaning of this Agreement only if:

1. the re-evaluation is not part of a reorganization that results in an alteration of the number of positions within the postal installation(s) directly affected by the organization; and
2. the re-evaluation results only in the re-evaluation of a position to a single *classification level* higher.

Where a re-evaluation to a higher *classification level* exists, Clause 43.50 and 43.51 of the Agreement will apply.

In situations of reorganizations or amalgamations which result in both fewer positions and the creation of new positions in the postal installation(s) affected by the reorganization, prior to staffing the new positions as vacancies under this Agreement, a competition will first be held amongst the *employees* directly affected by the reorganization or amalgamation and the vacancy or vacancies will be awarded to the most qualified of the directly affected *employees*. If no directly affected *employee* is qualified, the position will be staffed in accordance with this Agreement.

Rob McCullagh
Senior Advisor
Labour Relations

***LETTER # 3**

Mr. **François Goulet**
National President
Association of Postal Officials of Canada
28 Concourse Gate
OTTAWA ON K2E 7T7

Dear Mr. **Goulet**:

In accordance with Article 7, the following letters are agreed upon and are hereby renewed.

- | | | |
|---|--|---|
| a) Letter dated May 27, 2005 | McCullagh to Barrowclough | Isolated Post |
| b) Letter dated July 25, 2005. | McCullagh to Barrowclough | Retail Supervisors |
| c) Memorandum of Agreement dated February 5, 2004 | Signed by CPC and APOC representatives | Benefit Plans National Officers |
| d) Memorandum of Agreement dated February 5, 2004 | Signed by CPC and APOC representatives | Benefit Plans National Office employees |
| e) Memorandum of Agreement dated October 3, 1996 | Signed by CPC and APOC representatives | Grade 7 & 8 offices |
| f) Memorandum of Agreement dated Dec. 3, 1997. | Signed by CPC and APOC representatives | Automated 038 |
| g) Letter dated July 27, 1998 | Goodfellow to Goodwin | Language Allowance |
| h) Memorandum of Agreement dated July 24, 2000 | Signed by CPC and APOC representatives | Local Area Managers |
| i) Letter dated July 25, 2005. | McCullagh to Barrowclough | Québec January 2 |

- | | | |
|---|--|---|
| j) Memorandum of Agreement dated April 20, 2005 | Signed by CPC and APOC representatives | Process for Collecting Association dues |
| k) Letter dated September 14, 2009 | Bedard to Goulet | Job Evaluation Plans |
| l) Letter dated September 14, 2009 | Bedard to Goulet | Re-Opener on Wages, Benefits and Leave |

Marc Bedard
Chief Negotiator

Letter #4

October 21, 2005

John Barrowclough
President
Association of Postal Officials of Canada
28 Concourse Gate Suite 201
Ottawa ON K2E 7T7

Re: Exceptional Circumstances in the Staffing Process

Dear Mr. Barrowclough:

Further to our discussions at negotiations, this is to confirm that the parties agree that:

In exceptional circumstances, the *Corporation* and the *Association* at the national level shall consider allowing a *regular employee* to be placed on the appropriate *priority list* (i.e. **OP** or SL) for the purpose of being considered for a vacant position in his *classification level* outside his *office* for the same type of work he is performing and for which he is qualified.

If the *Corporation* and the *Association* agree to place the *employee* on a *priority list*, the *employee's* position on that *priority list* shall be subject to mutual agreement of the *Corporation* and the *Association*.

If relocation is required, the *employee* shall be responsible for all relocation costs whatsoever.

Yours Truly

Rob McCullagh
Senior Advisor
Labour Relations

Letter #5

**Mr. François Goulet
Chief Negotiator
Association of Postal Officials of Canada
28 Concourse Gate, Suite 201
Ottawa ON K2E 7T7**

September 14, 2009

RE: Suspension – Clause 14.6

Dear Mr. Goulet,

Further to our discussions at negotiations, this is to confirm that suspensions received by an *employee* as per the provision of Clause 14.6 of the collective agreement must be served with pay, and the *employee* will not be present in the workplace during the suspension.

Sincerely,

**Marc Bedard
Chief Negotiator**

Letter #6

**Mr. François Goulet
Chief Negotiator
Association of Postal Officials of Canada
28 Concourse Gate, Suite 201
Ottawa ON K2E 7T7**

September 14, 2009

RE: Relief Staffing

Dear Mr. Goulet,

During the recently completed round of negotiations with the Association of Postal Officials of Canada (APOC), one of the issues discussed at length was the subject of relief staffing for absences for our front line supervisors and superintendents.

The provision of adequate relief is critical to improving the Employee Satisfaction of our supervisors and superintendents. Coverage of the front line management responsibilities during periods of known absence will also ensure ongoing and uninterrupted productivity and efficiency in our operations.

Our commitment as reflected in Clause 43.54, is to ensure that we provide adequate relief based upon actual local requirements for periods of known absence for:

- Annual leave;**
- Sick leave;**
- Positions vacant due to incumbents being on projects;**
- Positions vacant due to incumbents being on extended training; and**
- Positions vacant and in the staffing process.**

Relief will be provided through the use of regular relief staff, temporary or term assignments, as appropriate.

To ensure that we are meeting our commitment on an ongoing basis, a number of actions are required:

- 1) Within 45 days of the signing of this collective agreement, consultations are to be held with the *Divisional Vice President* of the *Association*, to review the application of adequate relief staffing;**
- 2) The application of adequate relief staffing will become a regular agenda item at Regional/Divisional consultations; and**

- 3) The application of adequate relief staffing will become a regular agenda item at my quarterly meetings with the APOC executive.

It is expected that we will ensure that we meet our commitment.

Doug Jones
Vice-President, Operations

Letter #7

**Mr. François Goulet
Chief Negotiator
Association of Postal Officials of Canada
28 Concourse Gate, Suite 201
Ottawa ON K2E 7T7**

September 14, 2009

RE: Joint Committee – Ratings for Performance Appraisals and Staffing Eligibility Lists

Dear Mr. Goulet,

Further to discussions at negotiations, this is to confirm that the *Corporation* agrees to a joint committee with the *Association*, which will have the following mandate:

- 1. To review the possibility of having four (4) ratings for performance appraisals and how pay progression is related to having four (4) ratings for an *employee's* annual performance appraisal.**
- 2. To explore the feasibility of establishing eligibility lists for staffing at the OP 1 *Classification Level* by engaging in a pilot project.**

This committee will be comprised of two (2) members of the *Corporation* and two (2) members of the National Executive of the *Association*.

The committee will have six (6) months from the date of signing of the collective agreement to provide a final recommendation to the *Corporation* with regard to the four (4) ratings for performance appraisals and how having four (4) ratings for pay progression is related to an *employee's* performance. This timeline is necessary to ensure that any proposed change comes into effect for the 2010 *fiscal year*.

For the eligibility lists, a final recommendation must be made within one (1) year from the date of signing of the collective agreement.

Any changes as a result of this letter will be subject to the consultative process.

**Sincerely,
Marc Bedard
Chief Negotiator**

Letter #8

**Mr. François Goulet
Chief Negotiator
Association of Postal Officials of Canada
28 Concourse Gate, Suite 201
Ottawa ON K2E 7T7**

September 14, 2009

RE: Implementation of new Job Evaluation Plans

Dear Mr. Goulet,

The parties agree that the implementation of the new Job Evaluation Plans and the subsequent conversion shall be completed as follows:

Implementation:

- 1.0 The Job Evaluation Plans will take effect on April 1, 2009. Any resulting wage increases will take effect on this date and shall be paid to all eligible *employees* within three (3) months of the date of the signing of the collective agreement.**

- 2.0 For those *employees* whose jobs are being converted as part of the implementation of the new Job Evaluation Plans, and the conversion has resulted in their salaries being above the maximum of their new *classification level*, their salary will be in a *holding rate*, and subject to the provisions of clause 44.23 of the collective agreement. However, for as long as those *employees* have their salaries above the maximum of their *classification level*, they will receive a pensionable lump sum payment as follows:**

**April 1, 2009: 1.9% of salary;
April 1, 2010: 1.9% of salary;
April 1, 2011: 1.9% of salary;
April 1, 2012: 1.9% of salary;
April 1, 2013: 1.9% of salary.**

- 3.0 For implementation purposes, when an *employee* moves into a higher *classification level* as a result of the Job Evaluation Plans, it shall not be considered a *promotion*.**

Conversion Review Procedure

The parties recognize that the new Job Evaluation Plans may result in job classification review requests. The parties agree to the following process for dispute resolution:

- 1.0 This procedure shall apply to job classification review requests arising from the implementation of the new Job Evaluation Plans.
- 2.0 In the implementation of the new Job Evaluation Plans, a Job Evaluation Review Committee (the "Review Committee") shall be established within one month of the signing of the collective agreement. The Review Committee shall be composed of two (2) representatives appointed by the *Corporation*, two (2) representatives appointed by the *Association*.

The parties, at their discretion, may use a third party (the "Third Party") who is mutually agreed upon by the *Corporation* and the *Association* to resolve disputes of the Review Committee and to act in accordance with paragraph 10.0 when required.
- 3.0 The Review Committee shall be responsible for determining the proper classification and level of the job, in accordance with the Job Evaluation Plans Manual. The Review Committee shall have no jurisdiction to review, amend or otherwise modify the Job Evaluation Plans Manual or any other aspect of the Job Evaluation Plans.
- 4.0 The Review Committee shall be a national committee, based in Ottawa, and shall meet as frequently as is necessary in order to fulfill its mandate.
- 5.0 Meetings of the Review Committee shall commence within two (2) months of the date of the signing of the collective agreement. The Review Committee shall meet at the *Corporation's* offices, or such other premises provided by the *Corporation*. The *Corporation* shall be responsible for the salaries and benefits of all members of the Review Committee, who are not full-time representatives of the *Association*.
- 6.0 The Review Committee will, within three (3) months of the signing of the collective agreement, develop the procedures for resolving classification review requests. The Review Committee shall proceed on the basis of evaluating jobs, and not positions.
- 7.0 The *Corporation* shall be responsible for the fees and expenses of the Third Party.

- 8.0** An *employee* who believes his job has been improperly classified may submit a request for review to the Review Committee. Such a request shall be submitted no later than three (3) months from the date of the signing of the collective agreement.
- 9.0** The Review Committee shall conduct a review of all requests received and shall inform each *employee* of the results no later than six (6) months from the date of the signing of the collective agreement, unless the Review Committee agrees to extend the notice period beyond this period up to a maximum of two (2) additional months. The Review Committee may, at its discretion, request that the *employee* provide any additional information that the Review Committee deems necessary to review each request.
- 10.0** The Review Committee shall endeavour to reach consensus on all review evaluations. Failing consensus, decisions of the Review Committee shall be presented to and reviewed with the Third Party who will attempt to bring the parties to agreement. If no agreement is reached, then the Third Party shall make the final decision, as per the time limits specified in paragraph 9.0.
- 11.0** For conversion review purposes, when an *employee* moves into a higher *classification level* as a result of the Job Evaluation Plans, it shall not be considered a *promotion*.
- 12.0** No job evaluation requests made under clause 42.4 will be accepted until the conversion review process has been completed.

Sincerely,

Marc Bedard
Chief Negotiator

Letter #9

**Mr. François Goulet
Chief Negotiator
Association of Postal Officials of Canada
28 Concourse Gate, Suite 201
Ottawa ON K2E 7T7**

September 14, 2009

RE: Post-Retirement Health Care Benefits

Dear Mr. Goulet,

This will confirm the parties' agreement in relation to the changes negotiated to clauses 26.6.1 and 26.6.2.

It is agreed that those regular employees who have ten (10) years or more of continuous service prior to December 31, 2009 will be eligible for post-retirement benefits, subject to all other provisions and requirements contained in the collective agreement and in the Extended Health Care Plan itself. These employees will not be subject to the requirement for fifteen (15) years of continuous service to be eligible for these benefits.

This agreement is considered a one-time agreement by the parties.

Sincerely,


**Marc Bedard
Chief Negotiator / Négociateur en chef**

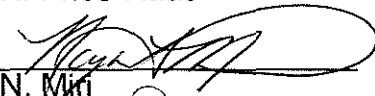
The implementation date for the collective agreement shall be October 8th, 2009, in accordance with the arbitration decision rendered on that date.

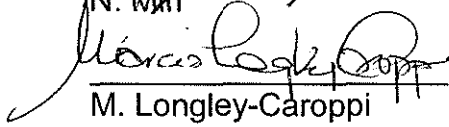
Signed at Ottawa, this day 14th of September, 2009.


CANADA POST
CORPORATION


M. Bedard

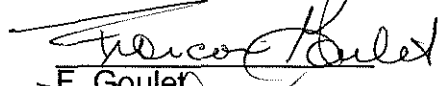

K. Price-Raas


N. Miri


M. Longley-Caroppi


M. Raivio

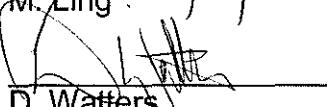
ASSOCIATION OF POSTAL
OFFICIALS OF CANADA


F. Goulet


D. Kohut


G. Dubois


M. Ling


D. Watters


L. Drouillard