

AGREEMENT

BETWEEN

THE CANADA POST CORPORATION

AND

**THE CANADIAN POSTMASTERS AND ASSISTANTS
ASSOCIATION**

Expiry date: December 31, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I GENERAL CONDITIONS		
1	Purpose of Agreement	1
2	Definitions	1
3	Union Recognition and Check-off	4
4	Management Rights	6
5	Discrimination	6
6	Discipline	7
7	Grievance Procedure	9
8	No Strike - No Lockout	19
9	Communications	19
10	Joint Consultation Committee	19
11	Staffing	22
12	Allocation of Hours	31
13	Job Security	35
14	Technological Change	40
15	Accelerated Attrition	41
16	Severance Pay	42
17	Safety and Working Conditions	44
18	Medical Examination	46
19	Incapacity / Attendance	47

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
II BENEFITS		
20	Hours of Work	47
21	Designated Holidays	52
22	Vacation Entitlements	56
	Ñ <i>Pre-Retirement Leave</i>	
23	Vacation Leave Scheduling	62
24	Parental Leave	63
	Ñ <i>Maternity</i>	
	Ñ <i>Parental</i>	
	Ñ <i>Adoption</i>	
25	Personal days	67
26	Special Leave	69
27	Court Leave	71
28	Personnel Selection Leave	71
29	Leave For Association Business	72
30	Leave Without Pay	75
31	Leave General	75
32	Sick Leave	75
33	Injury-on-duty Leave	78
34	Insurance Plans	79

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
III PAY - PREMIUMS - ALLOWANCES - BONUS		
35	Application of Rates of Pay	81
36	Overtime	87
37	Work on a Day of Rest	88
38	Call Back Pay	88
39	Shift and Weekend Premiums	89

40	Acting Pay	89
41	Relocation and Travel	91
42	Annual Senior Assistant Allowance	91
43	Leasing Allowance	93
44	Bilingual Bonus	93
45	Field Support Duties	93
46	Pay for Locking Lobby Doors	94
47	Isolated Post Allowance	94

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
IV MISCELLANEOUS		
48	Conversion of Post Offices	95
49	Temporary Employees	97
50	Term Employees	98
	Ñ <i>Six (6) Weeks or Less</i>	
	Ñ <i>More Than Six (6) Weeks But Without Continuous Employment</i>	
	Ñ <i>With Continuous Employment</i>	
51	Work in the Bargaining Unit	100
52	Counter Credit/Audit	101
53	Uniforms and Protective Clothing	101
54	Training	103
55	Assessment/Appraisal	104
56	Conditions Not Covered in Collective Agreement	104
57	Amendment	104
58	Official Texts	104
59	Job Evaluation Plan	105
60	Renewal and Duration	106
61	Canada Post Pension Plan	107

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
Appendix A	Rates of Pay - CPAA Classification Level 1 to 6A	108
Appendix B	Liaison Fund	110
Appendix C	Northern Region (Area of Competition)	112
Appendix D	Isolated Post Allowance	116
Appendix E	Job Evaluation Maintenance Committee	119
Appendix F	Education Fund	120
Appendix G	Collective Agreement Amendments from Thirteen and One Third (13 1/3) to Fifteen (15) Hours	121
Appendix H	Letters of Understanding	122
Appendix I	Leasing Allowance	142
Appendix J	Guidelines for Field Support Duties	143
Appendix K	Health and Safety	145
Appendix L	Corporate Achievement Bonus	146
Appendix M	Consultative Committee on Benefits	148
Appendix N	Job Evaluation Plan	150
Appendix O	Short Term Disability Program	153

* An asterisk denotes a deletion from the previous collective agreement, ** a double asterisk denotes that an Article or Clause has been moved within the collective agreement and new language appears in bold.

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to contribute to an orderly, constructive and beneficial relationship between the Corporation and the Canadian Postmasters and Assistants Association.
- 1.02** 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

2.01

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

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

- (b) “Association” means the Canadian Postmasters and Assistants Association;
- (c) “consultation” means consultation between an authorized representative(s) of the Corporation and an authorized representative(s) of the Association in accordance with the principles contained in Clause 10.01;
- (d) “continuous employment” means uninterrupted employment with the

Corporation and/or the Post Office Department during which there have been no breaks in employment which exceed one (1) month.

The following employees only shall be considered to have continuous employment:

- (i) indeterminate employees;
 - (ii) temporary employees;
 - (iii) term employees having more than six (6) months of uninterrupted employment. Employment for term employees with less than six (6) months of continuous employment shall be considered interrupted when there is a break in service of more than seven (7) days.
- (e) “Corporation” means the Canada Post Corporation and includes any person authorized to exercise the authority of the Corporation;
- (f) “day of rest” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (g) “days” means calendar days unless otherwise specified;
- (h) “employees”
- (i) “employee” means a person appointed to the bargaining unit on an indeterminate basis;
 - (ii) “term employee” means a person appointed to the bargaining unit from outside the Corporation for a specific purpose and period;
 - (iii) “temporary employee” means a person appointed to the bargaining unit from within the Corporation for a specific purpose and period;
- (i) “fiscal year” shall mean the financial reporting period of the Corporation, for the period from January 1st to December 31st of each year;
- (j) “grade office” is a rural semi-staff office as described in the certificate referred to in Clause 3.01.

- (k) “group office” is a revenue office as described in the certificate referred to in Clause 3.01.
- (l) “headquarters area” means an area surrounding the work place having a radius of sixteen (16) kilometers centered in the workplace;
- (m) “immediate family of the employee” is defined as father or stepfather, mother or stepmother, foster parent, brother, sister, child, spouse, or common-law spouse and their children, father-in-law, mother-in-law, son/daughter-in-law, brother/sister-in-law, grandparents, grandchild, and a relative who permanently resides in the employee’s household or with whom the employee permanently resides;
- (n) “leave with pay” means authorized leave from duty with regular pay;
- (o) “on-duty status” means, in relation to an employee’s authorized absence outside of his “headquarters area”, he will be considered as on duty for his scheduled daily hours of work and subject to the Corporation’s travel regulations;
- (p) “overtime”
 - (i) “time and one-half” means one and one-half (1 1/2) times the employee’s straight-time hourly rate of pay;
 - (ii) “double time” means two (2) times the employee’s straight-time hourly rate of pay;
- (q) “promotion” means the appointment of an employee to a classification level where the maximum hourly rate of pay applicable to the classification level to which he is appointed exceeds the maximum hourly rate of pay applicable to the classification level held by him immediately prior to the appointment.
- (r) “time off with pay” has the same meaning as leave with pay;
- (s) “transfer” means the appointment, at the request of an employee, to a vacant indeterminate position at their substantive or lower classification level.
- (t) “vacation leave” shall be deemed to be leave granted with pay for the purpose of vacation;
- (u) “vacation year” means the annual period from April 1st of each year to

March 31st of the following year;

2.02 Canada Labour Code/Interpretation Act

Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code,

and

(b) 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.

2.03 Masculine/Feminine Gender

In the text of this Agreement, the masculine also denotes the feminine.

2.04 Titles

The titles and sub-titles used in this Agreement are for reference purpose only and shall not be used in the interpretation of any of its provisions save when it indicates to which group of employees specific Clauses apply.

ARTICLE 3

UNION RECOGNITION AND CHECK-OFF

3.01 Bargaining Unit

The Corporation recognizes the Canadian Postmasters' and Assistants' Association/ l'Association canadienne des maîtres de poste et adjoints as the sole and exclusive bargaining agent for all postal employees defined in Clause 2.01 (h) who are covered by the certificate issued on their behalf by the Canada Labour Relations Board under date of October 4, 1994. It is understood by the parties that Postmasters, Senior Assistants, full-time Assistants, part-time Assistants, terms and temporary employees working in group and grade offices are covered

by the certificate.

3.02 Full Force and Effect

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

3.03 Copy of Agreement

The Corporation will provide each employee with a copy of the Collective Agreement as soon as available from the printer.

3.04 The Corporation agrees to acquaint new employees with the fact that a collective agreement is in effect. On or before the first day of working in his job, the Corporation shall provide the employee with a copy of the Collective Agreement and a list of the branch officers having jurisdiction.

3.05 Compulsory Check-Off

(a) The Corporation will, as a condition of employment, deduct an amount equivalent to the membership dues of the Association from each two-week pay period of all employees, term and temporary employees as defined in Clause 2.01(h) in the bargaining unit it represents.

(b) The Corporation will not levy a charge upon the Association for rendering this service.

3.06 Dues Deduction

(a) For the purpose and practicality of applying Clause 3.05, deductions from pay for each employee will start with the first pay period of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Corporation will not be obliged to make such deductions from subsequent salary earnings.

(b) Such deductions will be made only from earnings and not from leasing allowance.

(c) The amount of union dues deducted per employee shall be reflected on the employees T-4 slip.

3.07 Remittance of Dues

- (a) The amounts deducted in accordance with Clause 3.05, shall be remitted by cheque to the National Secretary-Treasurer of the Association within a thirty (30) day period after deductions are made for each two (2) pay periods for employees on the regular pay system and separately for employees on the part-time pay system, except for the two (2) supplementary pay periods in each year in which case separate cheques will be remitted.

Should the Corporation propose changing the make-up of the pay systems, the Corporation will hold consultation with the Association prior to effecting such change.

- (b) Each cheque shall be accompanied by particulars identifying each employee, his place of work, his status, his allowance and the deductions made on his behalf. Errors, omissions or deficiencies in the content shall not be the subject of a grievance or arbitration.

3.08 Setting of Dues

The Association shall inform the Corporation in writing at least sixty (60) calendar days before any change in the amount of authorized membership dues to be checked off for each employee as defined in Clause 3.05.

3.09 Exclusive Right of the Association

For the duration of this Agreement, no employee organization, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Corporation from the pay of employees in the bargaining unit it represents.

3.10 Corporation's Liability on Check-Off

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:

where such an error results in the employee being in arrears for dues deductions, recovery is to be made by deducting one additional deduction each two (2) week pay period in an amount not to exceed the

- (a) established pay period deduction;
until arrears are recovered in full,
- (b) for a period not to exceed twelve (12) months, whichever occurs first.

3.11 Deduction for Other Purposes

On the basis of production of appropriate documentation, the Corporation shall provide a voluntary revocable check-off for all insurance premiums payable on life insurance plans provided by the Association for its members.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01** The Association recognizes that the Corporation has the right, responsibility and authority to manage and operate the Canada Post 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 and authority.

ARTICLE 5

DISCRIMINATION

5.01 No Discrimination

- (a) The Corporation and the Association agree that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, disability, national origin, ethnic origin, political or religious affiliation, sex, sexual orientation, marital status, family status, conviction for which a pardon has been granted, or a membership or activity in the Association.
- (b) The Corporation and the Association shall make every effort to ensure that no employee is subjected to sexual harassment. Sexual

harassment shall be defined as but not limited to any incident or series of incidents related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcome.

5.02 No Harassment in the Workplace

The Corporation and the Association are committed to build on the mutual goal of achieving a workplace free of harassment as defined in the Corporation's No Harassment Policy, as amended from time to time.

ARTICLE 6

DISCIPLINE

6.01 Just Cause and Notice

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

6.02 Interviews

- *(a) (i) The Corporation must advise an employee and the **Branch** in writing a minimum of twenty-four (24) hours in advance of a disciplinary interview or disciplinary counselling session and indicate the purpose of the meeting, including whether it involves the employee's personal file. The supervisor must remind the employee of his right to have an Association Officer or authorized Association representative accompany and assist 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.
- (ii) If the employee's personal file is to be considered during the interview or disciplinary counselling session, the employee and/or his Association Representative, the latter with the employee's permission, shall before the meeting, have access to the

employee's personal file.

(iii) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless he has received a notice as per 6.02(a)(i) above or access as per 6.02(a)(ii) above.

(b) The following shall apply where a Postal Inspector is investigating in circumstances where an alleged criminal offence is suspected.

(i) The rights and principles in Clause 6.02(a) shall be applied to an interview between an employee and a Postal Inspector.

* (ii) In circumstances where Postal Inspectors are investigating alleged criminal offences against the Corporation and possible evidence can be destroyed, the notice period in Clause 6.02(a) above of the interview to the employee involved will be waived. However, twenty-four (24) hour notice will be provided in writing to the **Branch** on the condition that the Association not communicate with the employee involved before the employee arrives at the time scheduled for the interview. The Association shall then have a reasonable amount of time to meet with the employee in private, to discuss matters to be raised in the interview and inform him of his rights, before the start of the interview.

(iii) The Corporation will permit an Association Representative to attend the interview, 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 Representative shall not impede the progress of the interrogation.

6.03 Personal File

(a) There must be only one (1) 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 sent to the employee within ten (10) days after the date of the alleged infraction or of its coming to the attention of the Corporation, or of the Corporation's alleged source of dissatisfaction with him. A copy of the aforementioned report or document shall be sent to the employee by an expeditious method of mail delivery for which a record of mailing and a signature

acknowledging receipt is kept. **If requested by the employee, a copy of the report will also be sent to the Association Branch.**

- (b) 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 disciplinary report or document relating to an employee's conduct or performance from the file of the employee unless the report or document is properly part of the employee's personal file.
- (c) Any unfavourable report other than a performance report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a discipline free period of twelve (12) months from the date of alleged infraction or after twenty-four (24) months from the date of the alleged infraction, which ever comes first. A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the employee.

6.04 Indefinite Suspension

If the Corporation indefinitely suspends an employee while conducting an investigation for any offence, action to reinstate pending further investigation, or to discharge, or to impose a definite period of suspension, must be taken within fifteen (15) days. If a final decision by the Corporation is not taken within the fifteen (15) days, the suspended employee will be reinstated to the payroll the first working day following the fifteen (15) day period. The employee will remain on the payroll until the arbitrator's final decision on the grievance has been taken but the employee may be subject to further discipline for similar or other actions of misconduct.

6.05 Paid Attendance for Association Representative

Subject to prior permission being obtained, the Corporation will grant time off with regular pay to an authorized Association Representative for the duration of the meeting, excluding travel time, at which he is present in order to assist an employee in accordance with Clause 6.02(a)(i) or 6.02(b)(iii).

6.06 Time Limit

- (a) For the purpose of this Article "days" means - Calendar days excluding

Saturday, Sunday and designated holidays.

- (b) The time limits stipulated in this Article may be extended by mutual agreement in writing between the parties provided the extension is requested before the expiry date. Such agreement shall not be unreasonably withheld.

6.07 Postmasters' Authority

Subject to Clause 6.03 (c), a Postmaster has the authority to verbally reprimand an employee he supervises in his office, when he feels it is necessary for the proper administration of his office.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 Purpose

The purpose of this procedure is to provide an orderly and effective process for the consideration of the grievances of employees within the bargaining unit and to resolve such grievances as promptly as possible.

7.02 Definition

In this Article:

- (a) Grievance - is a complaint submitted in writing, alleging
- (i) a violation regarding the application, interpretation or administration of the Collective Agreement, or,
 - (ii) unfair treatment in regard to any term or condition of employment including complaints against directives, policies, communications and regulations before or after they become applicable, where these actions contravene or will contravene the provisions of the Agreement, or,
 - (iii) that the Corporation is acting unreasonably in its claim that a debt, as a result of a financial loss, is owed by an employee to the Corporation.

- (b) Authorized Association Representative - any person designated by the bargaining agent to participate in the processing of a grievance.
- (c) Association Officer - is a Postal employee appointed or elected to act as an authorized representative of the Association. When an Association Officer is unable to perform his function, the Association will designate another Postal employee to act on his behalf.
- (d) Corporation - is any person authorized by the Corporation to exercise the authority of the Corporation.
- (e) Days - means calendar days excluding Saturdays, Sundays and designated holidays.
- (f) National Executive Officer - means an elected or hired representative of the Association occupying an Executive position at the Association's National Headquarters.

7.03 Right to Submit a Grievance

- (a) An employee who feels that he has been treated unjustly or who considers himself aggrieved by an action or lack of action by the Corporation should discuss the complaint with his immediate supervisor **or with another local management representative** prior to submitting a grievance under (b) below.
- (b) Such an employee may submit a grievance through his authorized Association Representative. An aggrieved employee shall be represented by an authorized Association Representative when the grievance is being discussed at any level of the grievance procedure.

7.04 Financial Loss Grievance

When a grievance is submitted alleging that the Corporation is acting unreasonably in its claim that a debt, as a result of a financial loss, is owed by an employee to the Corporation, there shall be no action taken to recover such debt until the grievance has been finalized.

7.05 Rights and Responsibilities of Association Representative

Subject to prior permission being obtained, the Corporation will grant time off without loss of regular pay up to a maximum of one (1) shift, to an authorized Association Representative who seeks to represent at a

meeting with the Corporation, an employee who has submitted a grievance; or who wishes to meet and discuss a grievance with an employee who has asked or is obliged to be represented by the Association in relation to their submission of a grievance. Where "prior permission" is required by an employee under this Article, such permission shall not be unreasonably withheld. Where necessary because of public transportation schedules, the time off without loss of regular pay shall be increased up to a maximum of one (1) additional shift.

7.06 Irregularities

The authorized Association Representative shall submit grievances in the manner prescribed in this Article but a grievance shall not be defeated by reason of technical irregularity or the fact that it was not written on or in accordance with the grievance forms approved by the parties and provided by the Corporation.

7.07 Submission of Grievance

- *(a) After discussing his concerns with his immediate supervisor or with another local management representative, as per clause 7.03, an employee who wishes to submit a grievance at any prescribed level of the grievance procedure shall transmit his grievance through his authorized Association Representative who may submit it to the appropriate individual at the designated level.**
- (b) Grievances must be signed
- (i) for an individual grievance, by an employee on his own behalf where identifiable, and by an authorized Association Representative;
 - (ii) for a group grievance, by the employees on their own behalf where identifiable, and by an authorized Association Representative;
 - (iii) for a policy or interpretation grievance, by the Association on its own behalf; notwithstanding Clause 7.08(b), such a grievance may be submitted at the local level without prejudice to the right of the Corporation to request that it be considered a national grievance.

(iv) for a Corporate grievance, by the Corporation on its own behalf.

7.08 Processing of Grievances

(a) Except as otherwise provided in this Agreement, a grievance shall be processed through the appropriate one step procedure. The representatives in the appropriate grievance procedure shall be as follows:

(i) Local grievance

- Corporation – Applicable General Manager or his authorized representative.
- Association – Authorized Association Representative.

(ii) National grievance

- Corporation – General Manager of Labour Relations or his senior authorized representative.
- Association – National Executive Officers or other authorized Association Representative.

(b) All policy grievances, interpretation grievances, classification grievances or grievances concerning employees in more than one area of competition as defined in Clause 11.07, shall be considered to be national grievances and processed in accordance with Clause 7.08(a)(ii). All other grievances are considered to be local grievances and processed in accordance with Clause 7.08(a)(i). All grievances submitted locally will be dealt with at the local level; however, if a grievance is susceptible of having national consequences, the General Manager of Labour Relations for the Corporation or his representative or a National Executive Officer for the Association may, by written notice sent to the other party within fifteen (15) days of the notice of arbitration, request that a local grievance be considered to be a national grievance. Upon receipt of the request such grievance shall be deemed to be a national grievance.

(c) Each party shall designate its representatives in the grievance procedure and shall inform the other party of the name or titles of the persons so designated. This information shall be communicated by written notice. Each party shall notify the other party immediately of any changes of any designations of representatives at any level.

- (d) The Association representatives as referred to in this Article shall have the right to meet personally with designated representatives of the Corporation with respect to a grievance. The designated representative of the Corporation shall personally reply to the grievance in writing as provided for elsewhere in this Article. The authorized representatives of the parties must have no personal interest in the grievance which is being processed. An authorized representative shall be deemed to have a personal interest if he made the decision that gave rise to the grievance, or if his position or responsibilities are impacted by the measure that gave rise to the grievance.
- (e) When the Corporation's representative denies a grievance, his reply shall include the reasons for the denial of the grievance. The Corporation at any stage of the grievance may request a more specific statement of a grievance, if the grievance does not clearly and sufficiently set out the alleged complaint or violation of the Collective Agreement.

7.09 Time Limit for Submission of Grievance

A grievance may be submitted to the grievance procedure not later than the twenty-fifth (25th) day after the date on which the aggrieved employee or the Association, as applicable, was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.

- 7.10** Where an employee can establish that a grievance has been submitted and the Corporation has not received same, the grievance may be resubmitted. Such submission shall have the same force and effect as the first grievance submitted. The second grievance shall not be submitted more than thirty (30) days after the date on which the first grievance was submitted.

7.11 Study and Reply

Once a grievance has been submitted, the authorized representatives of the parties at the appropriate level must meet in a manner agreeable to both parties in order to study and discuss the facts relating thereto and review the possible avenues of settlement. This meeting shall be held and the Corporation shall reply in writing to the grievance no later than twenty-five (25) days after the receipt of the grievance.

7.12 Notice of Arbitration

If the reply to the grievance is not acceptable or if the Corporation fails to reply to the grievance within the time limit specified in Clause 7.11, the Association may refer the grievance to arbitration by giving written notice to that effect to the Corporation within thirty (30) days of receipt of the reply or the expiry of the time limit to reply.

7.13 Abandonment

If the Association does not submit a grievance to arbitration within the time limit specified in Clause 7.12, the grievance shall be deemed to be abandoned.

7.14 Time Limit Extension

The time limit stipulated in this Article may be extended by mutual agreement in writing between the parties provided the extension is requested before the expiry date. Such agreement shall not be unreasonably withheld.

7.15 Distribution

When a grievance is submitted, the Corporation's representative shall immediately sign and date all copies of the grievance. Grievance copies and replies thereto shall be distributed forthwith by the Corporation as follows:

- Copy 1: to Management
- 2: to Management
- 3: to National Office of Association
- 4: to the Authorized Representative
- 5: to the Branch President
- 6: to the Employee

7.16 Transmission by Mail

When it is necessary to submit or reply to a grievance by mail, the grievance or reply shall be forwarded by an expeditious method of mail delivery for which a record of mailing and a signature acknowledging receipt is kept, and shall be acceptable as having been:

- (a) submitted on the day it was postmarked; and

- (b) received on the date on which the receipt is signed.

The time limit within which the Association may submit the grievance to arbitration shall be calculated from the day on which the Association signed the receipt for its copy of the reply.

7.17 Withdrawal

- (a) An employee may, by written notice to the Corporation, withdraw a grievance any time during the grievance process. The Corporation will notify the Association that the employee has withdrawn the grievance.
- (b) Where the Association is submitting a grievance on behalf of more than one (1) employee, withdrawal of the authorization by one (1) of the employees concerned shall not prevent the grievance from being continued in the case of the other employees, but withdrawal of the authorization by all of the employees concerned shall terminate the grievance.
- (c) The withdrawal of the grievance shall not prejudice the position of the Association in dealing with grievances of a similar nature.

7.18 No person who is employed in a managerial or confidential capacity shall seek by threat of discharge or any other kind of threat, to intimidate an employee to cause him to withdraw a grievance or to refrain from submitting a grievance as provided for in this Collective Agreement.

7.19 Confidentiality

The Corporation agrees that communications between an employee and his Association Representative are privileged and confidential and cannot be produced in evidence during an arbitration.

7.20 Time Off

An employee who has submitted a grievance is entitled to:

- (a) Time off with pay,
 - (i) where the Corporation originates a meeting with the employee and the meeting is held in his Headquarters area or,
 - (ii) where the employee has obtained prior permission and seeks to

meet with the Corporation, or has asked or is obliged to be represented by the Association and wishes to meet and discuss the grievance with the Representative during his regular shift and the meeting is held in his Headquarters area;

- (b) "On duty" status where the Corporation originates a meeting with the employee and the meeting is not held in his Headquarters area;
- (c) Leave without pay if the employee has obtained prior permission and seeks to meet with the Corporation, or has asked or is obliged to be represented by the Association and wishes to meet and discuss the grievance with the Representative and the meeting is not held in his Headquarters area.

7.21 Arbitration

- (a) A grievance referred to arbitration in accordance with Clause 7.12 shall be determined by an arbitrator listed in Clause 7.22 who shall have all of the powers described in Part I of the Canada Labour Code. Representatives of the Corporation and the Association shall meet at least two (2) weeks prior to the hearing date for the arbitration in order to attempt to set out what facts are agreed upon.
- (b) **The parties shall make every reasonable effort to avoid cancelling scheduled arbitration dates.**

7.22 Arbitrators

A list of agreed upon sole arbitrators for each geographical area to whom grievances may be referred is as follows.

<u>Province</u>	<u>Arbitrator</u>
* British Columbia	Tom Jolliffe Colin Taylor Rod Germaine
Alberta	Tom Jolliffe David Jones
Saskatchewan	Ken Norman Bill Campbell W. Robert Pelton Andy Sims

Manitoba	Gerry Parkinson Robert Hucal Ken Norman
Ontario	Peter Barton Owen Shime Jane Devlin J.D. O'Shea David Kates Tom Jolliffe Michel Picher François Bastien
Quebec	André Rousseau Harvey Frumkin Marc Boisvert Jean M. Gagné Jean-Denis Gagnon
* Nova Scotia	J.A. MacLellan Susan Ashley
Newfoundland and Labrador	Wayne Thistle Jim Oakley
P.E.I. and New Brunswick	Eugene McGinley Tom Kuttner Donald MacLean

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.

7.23 Time Limit for Decision

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

7.24 Jurisdiction in Cases of Discipline

In all cases of discipline or discharge, the arbitrator shall have the

authority to rescind or to reduce such discipline or discharge as seems just and reasonable in the circumstances.

7.25 Burden of Proof

The burden of proof shall rest with the Corporation in all cases where it alleges or claims that an employee does not possess the necessary qualifications to obtain a position. Similarly, the burden of proof shall rest with the Corporation in all cases where it alleges or claims that an employee has not demonstrated the necessary standard of performance to keep a position.

7.26 Final and Binding Decision

Where all the appeal procedures have been exhausted, the final decision rendered by an arbitrator or a court regarding a national grievance referred to arbitration, binds the Corporation, the Association, and all employees in all cases involving identical and/or substantially identical circumstances.

7.27 Expedited Arbitration

- (a) As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a local grievance may be referred to expedited arbitration.
- (b) Such grievances will be referred to an arbitrator listed in Clause 7.22 who shall hear the grievance and who shall, at the conclusion of the hearing, give an oral decision.
- (c) Such decisions may not be used to alter, modify or amend any part of the collective agreement, and are made without precedent or prejudice to similar or like cases.
- (d) Such decisions shall be final and binding upon both parties and no further action may be taken on that grievance by any means whatsoever.
- (e) The parties agree not to use practicing lawyers to argue a case at expedited arbitration.
- (f) The parties shall make every reasonable attempt to proceed by

admission and minimize the use of witnesses.

7.28 Cost of Arbitration

In respect of the cost of arbitration of grievances, the Corporation and the Association shall share equally the fee and expenses of the single arbitrator.

7.29 Notification of External Grievances Affecting Jurisdiction

If a grievance is submitted by any other bargaining unit within the Corporation that may affect the jurisdiction of the Association, or makes an allegation against any employee, the Corporation will endeavor to advise the Association and provide all relevant information available at that time.

7.30 Implementation Notice

In the case of a grievance sustained during the grievance procedure or arbitration, the Corporation shall provide written information to the Branch and National levels of the Association, and the employee concerned, of the action taken to implement the redress requested.

FLOW CHART TO BE INSERTED. WILL BE PROVIDED SEPARATELY

ARTICLE 8

NO STRIKE - NO LOCKOUT

8.01 During the term of this Agreement, the Association agrees that there shall be no strikes and the Corporation agrees that there shall be no lockouts.

ARTICLE 9

COMMUNICATIONS

9.01 The Corporation will provide and forward within fifteen (15) days of the end of each pay period in which a change occurred, on a standard form, information on any change affecting the status of an employee in the bargaining unit; one (1) copy to the National office of the Association, and a duplicate copy to the secretary of the Branch concerned.

9.02 **Transmission of Documents**

The parties will provide written notice and other documentation in electronic format unless:

- (a) otherwise specified in the Collective Agreement; or**
- (b) the Association or the Corporation have advised locally that they are unable to receive documents electronically.**

ARTICLE 10

JOINT CONSULTATION COMMITTEE

10.01 **Principles**

- (a) The Corporation and the Association subscribe to the principle of joint consultation, and agree to establish joint association/management consultation committees in accordance with Clause 10.04 for the purpose of meaningful consultation on matters of mutual interest.**

However, nothing in this Article precludes meetings outside the framework of the joint consultation process, as necessary between representatives of the Association and Management to discuss matters of immediate concern or problems of human relations.

- (i) The above principle shall encompass the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided to discuss and comment in a genuine manner.
- (ii) The above principle does not imply unanimous or majority agreement; nor does it interfere with Management or Association rights arising out of the Collective Agreement.

10.02 Matters of Mutual Interest

It is the desire of the parties that the joint consultation committees discuss such matters of mutual interest and make recommendations to the appropriate level of Management. In applying this principle, it is agreed that:

- (i) The Committees shall function in an advisory capacity only and shall have no power to alter, amend, add to, or modify the terms of this Agreement.
- (ii) The Committees shall not deal with grievances which are in the course of being processed in the grievance procedure.

10.03 Levels for discussions

Matters not having a National application should normally be discussed, and the discussions finalized, at the lowest applicable level before being referred to the next level.

10.04 National/Area/Branch Committees

- (a) Joint consultation committees shall be established as follows:
 - (i) A National Committee consisting of up to six (6) representatives of the Association and up to an equal number of representatives of Management;

- (ii) An Area Committee, for each area under the control of a General Manager, consisting of up to two (2) representatives of the Association per branch or more if mutually agreed by the parties, and up to an equal number of representatives of Management;
 - (iii) A Branch Committee consisting of up to two (2) representatives from the Association or more if mutually agreed by the parties, and up to an equal number of representatives of the Corporation, including the Local Area Director (or equivalent) in the area;
 - (iv) The parties may agree to additional, or fewer, steps or meetings, where appropriate to local circumstances.
- (b) The Committees may invite additional persons to attend the meetings.

10.05 Meetings and procedure

Committees shall determine the frequency which shall not be less than semi-annual and procedures relating to the conduct of meetings. An agenda shall be forwarded by the secretary to members of the Committee at least five (5) days prior to a meeting. A draft without translation of the minutes of each meeting will be circulated to members of the committee no later than twenty-one (21) days after the date of the meeting.

10.06 Leave of absence

- (a) Employees forming the continuing membership of the National Committee shall be granted leave of absence without pay by reason of their attendance at the meeting of the National Committee.
- (b) Employees forming the continuing membership of Branch and Area Committees, who attend meetings, shall not suffer any loss of regular pay by reason of their attendance at the meetings.
- (c) Although the Association and the Corporation agree to the desirability of ensuring continuity of membership on the National Committee and on the Branch and Area Committees, it is recognized that, occasionally, employees other than those forming continuing membership will attend as representatives of the Association on such committees. Such replacements shall be treated the same as continuing members under Sub-Clauses 10.06 (a) and (b) above.

10.07 Notice of change

- (a) At the national level, the Corporation shall provide the Head Office of the Association with written notice of any proposed change within the control of the Corporation, that may affect working conditions or conditions of employment of employees, or schedule of service of offices on a national basis, at least thirty (30) days before the introduction or implementation of the proposed change. Not less than fourteen (14) days notice shall be given prior to consultation taking place on the proposed change.

Such notice shall include details such as location(s), approximate date(s) and approximate number of employees likely to be affected by the proposed change.

- (b) The Association will provide the Corporation with copies of written communications on the same subjects as described in (a), to their respective field representatives.

- (c) At the local level, the Corporation shall provide the Branch President or his delegated representative with written notice of any proposed change within the control of the Corporation, that may affect working conditions or conditions of employment of employees, or schedule of service of any office, at least fourteen (14) days before the introduction or implementation of the proposed change. Not less than seven (7) days notice shall be given prior to consultation taking place on the proposed change.

Such notice shall include details such as location(s), approximate date(s), approximate number of employees likely to be affected by the proposed change, and anticipated effects the proposed change will have on the employees involved.

ARTICLE 11

STAFFING

11.01 Filling of Positions

- (a) As soon as the Corporation is aware that a position is or will become vacant and determines that it will be necessary to fill that vacancy, it shall initiate and complete the necessary steps to fill the vacancy without delay. However, the Corporation, may at any time before the

position is filled, change its determination and abolish the position.

- (b) The Corporation agrees, when practicable taking into account its operational requirements, to create more meaningful employment by maximizing the hours of employees in an office where hours become available as a result of a vacancy. The Corporation shall determine the number of hours it requires and offer such hours to part-time employees beginning, when possible, with the employee with the greatest number of regularly scheduled hours per week.
- (c) Vacant positions shall be filled in the following order of priority:
 - (i) in accordance with Article 13; employees who are on the recall list or special list;
 - (ii) in accordance with Article 13; employees who are on the surplus list;
 - (iii) in accordance with Article 12;
 - (iv) in accordance with this Article.
- (d) The Corporation will advise the appropriate Branch President in writing of any circumstances which may prevent the filling of any vacancy within six (6) months of the vacancy arising.

11.02 Assistant - less than fifteen (15) Hours

- (a) An opportunity to fill a vacancy for an Assistant position having less than fifteen (15) regularly scheduled weekly hours will be offered firstly to Assistants in the Post Office where the opportunity exists. Where more than one Assistant desires such a position, the position is to be offered firstly to the Assistant who works the greatest number of regularly scheduled hours per week. Where two or more Assistants who work the same number of regularly scheduled hours per week desire the position it shall be offered firstly to the Assistant with the longest continuous employment in the bargaining unit.
- (b) If the position cannot be filled by application of paragraph (a) above, it shall then be offered to employees who are on the applicable transfer list in accordance with Clauses 11.05 (d), (e), (f) and (g).
- (c) If there is no such employee, the position shall then be offered by order of seniority to employees on the relief list within a radius of fifty (50)

kilometres.

- (d) If there is no such employee, the position may then be filled by other means. However, before offering the position to a person who is not an indeterminate employee of the Corporation, the position shall be offered to the qualified term employee in that office who has continuous employment. If there is more than one qualified term employee with continuous employment in that office, the position shall be offered to the one with the longest continuous employment.

11.03 Assistant - fifteen (15) Hours or more

- (a) An opportunity to fill a vacancy for an Assistant position having fifteen (15) or more regularly scheduled weekly hours will be offered to the Assistant in the Post Office where the opportunity exists whose regularly scheduled hours exceed fifteen (15) per week. Where more than one (1) such Assistant desires such a position, the position is to be offered firstly to the Assistant who works the greatest number of regularly scheduled hours per week. Where two (2) or more Assistants who work the same number of regularly scheduled hours per week desire the position, it shall be offered firstly to the Assistant with the longest continuous employment in the bargaining unit save that an Assistant who was formerly full-time and whose hours were reduced in accordance with Clause 12.05(a)(i) shall have priority.
- (b) If the position cannot be filled by the application of paragraph (a), it shall then be offered to the assistant who works less than fifteen (15) hours in the Post Office where the opportunity exists who is the most qualified in accordance with “bona fide” job requirements.
- (c) If the position cannot be filled by application of paragraphs (a) or (b) above, it shall then be offered to employees who are on the applicable transfer list in accordance with Clauses 11.05 (d), (e), (f) and (g).
- (d) If there is no such employee, the position shall then be offered by order of seniority to employees on the relief list within a radius of fifty (50) kilometres.
- (e) If there is no such employee the position shall be offered to a qualified Assistant - less than fifteen (15) hours within fifty (50) km radius of the office who has notified the Corporation of his interest. If there is more than one employee, the position shall be offered to the one with the longest continuous employment in the bargaining unit.

- (f) If there is no such employee, the position may then be filled by other means. However, before offering the position to a person who is not an indeterminate employee of the Corporation, the position shall be offered to the qualified term employee in that office who has continuous employment. If there is more than one (1) qualified term employee with continuous employment in that office, the position shall be offered to the one with the longest continuous employment.

11.04 All Postmasters/Senior Assistant

- (a) When the Corporation fills a position of Postmaster or Senior Assistant on an indeterminate basis, staffing action will be taken in the following order of priority:
- (i) by transfer of an employee as provided in Clause 35.10 or
 - ** (ii) by transfer as provided in Clause 11.05 or**
 - ** (iii) by appointment in accordance with Clause 11.04(c) if applicable: or**
 - (iv) by appointment as a result of a competition as provided in Clause 11.06; or
 - (v) If the position is still vacant after paragraphs (i) (ii) (iii) and (iv) are applied, the position may then be filled by other means. However, before offering the position to a person who is not an indeterminate employee of the Corporation, the position shall be offered to a term employee with continuous employment who qualifies as a result of a competition as provided in Clause 11.06. It is understood that the competition process is open to term employees only for the purpose of this paragraph and that the Corporation may, at its discretion, give priority to indeterminate employees of the Corporation throughout the process. It is also understood that the Corporation shall not be responsible for the cost of relocation of the term employee as a result of such a competition, if any.
- (b) When the Corporation fills a vacant position of a Postmaster in a group office in non Corporate owned/leased premises, it is agreed that the successful candidate, if need be, will relocate at his own expense.
- (c) When the Corporation determines that it is necessary to fill the position of a Senior Assistant in a Post Office on an indeterminate basis, it will be advertised firstly to employees in that Post Office, prior to advertising

the position in accordance with 11.06(a) and (b). An appointment shall be made in accordance with 11.06(c) and (d).

11.05 Transfer

Recognizing that employees who have demonstrated satisfactory performance in their current position and who are qualified for the position to which they wish to transfer, have the opportunity to transfer within the Corporation, the following is hereby agreed:

- (a) A vacant position will be filled by transfer after all the provisions of Clause 35.10 have been followed and prior to the opening of a competition.
- * (b) In order to be eligible to apply for transfer, an employee must have been **appointed to** his present classification level for a period of not less than two (2) years.
- (c) Once the staffing officer has received the request to staff, the appropriate transfer list shall be considered closed. The Corporation shall offer the position to the employees on the appropriate transfer list, starting with the one having the most years of continuous employment in the bargaining unit. If there is no such person, then the position shall be posted for transfer for two (2) weeks on the Employee Information Line. Applications received more than one (1) week after the transfer closing date will not be considered.
- (d) An employee wishing to be on the transfer list must apply in writing to the staffing officer in the area of competition where the employee wishes to transfer, and indicate the location(s), day(s) and position level(s) in which he is interested. A separate application shall be made for each location, and position. The staffing officer in the area of competition where the employee wishes to transfer will, within thirty (30) days of receipt, acknowledge it and indicate to the employee whether his application is accepted for placement on the transfer list. Such application, if accepted, shall remain valid for a period of twelve (12) months from the date received by the staffing officer in the area of competition where the employee wishes to transfer, or when the employee is accepted for transfer to another position, whichever comes first. A copy of all applications received will be sent to the applicable Branch President.

- (e) The Corporation shall maintain transfer lists of employees for each office as applicable, indicating date of receipt and classification level of the employee. Transfer applications shall be considered to have been received by the Corporation from the time they are received by the staffing officer in the area of competition where the employee wishes to transfer.
- (f) In the application of the transfer process, the Corporation shall first examine the appropriate transfer list and the position shall be offered to the employee on the appropriate transfer list with the most years of continuous employment within the bargaining unit.
- (g) Applications for transfer shall be considered in the following order:
 - (i) from employees within the applicable area of competition, as defined in Clause 11.07.
 - (ii) from employees within the bargaining unit.
- (h) If there is still a vacancy at the Postmaster or Senior Assistant level after Clauses 11.05 (f) and (g) are applied, the Corporation shall then open the vacancy for transfer on the Employee Information Line. The vacancy shall be advertised for transfer on the Employee Information Line for a period of two (2) weeks. The Corporation shall advertise the opportunity for transfer and competition simultaneously, so long as the transfer list is followed prior to consideration of any application from the competition.
- (i) The position shall be offered to the applicant with the most years of continuous employment within the bargaining unit. Applications for transfer from the Employee Information Line shall be considered in the following order:
 - (i) from employees within the applicable area of competition, as defined in Clause 11.07
 - (ii) from employees within the bargaining unit
- (j) The Branch President shall be notified in writing when an employee accepts or refuses an offer of transfer.
- (k) The Corporation shall not be responsible for the cost of a transfer.

11.06 Competition

Employees may only enter a competition when seeking a promotion to a position of a Postmaster or Senior Assistant.

The relevant experience and competencies of candidates for CPAA positions will be taken into consideration whether or not the experience has been gained while performing work for the Corporation or in another capacity.

In the case of supervisory positions, supervisory experience and/or training, wherever acquired, will be deemed to be relevant experience for the purposes of competition.

- (a) Opportunities for promotion will be advertised to all employees on the Employee Information Line, within an area of competition which shall not be less than the areas described in Clause 11.07. However, should the Corporation so desire, it may advertise the opportunity for promotion to non-employees at the same time, so long as the competitive process for employees is completed prior to any consideration of the applications by non-employees. Two (2) separate competition files shall be established, one (1) for employees, the other for non-employees.
- (b) Job opportunity listings shall be sent by the Corporation to the Branch President concerned on a weekly basis, if he so requests it. Competitions for positions shall be open on the Employee Information Line for a period of two (2) weeks.
- (c) The successful applicant for the position shall be the employee who has met the selection standards and is the most qualified in accordance with "bona fide" job requirements.
- (d) If the employee to whom the job is offered does not accept the position, then the position shall be offered to the employee who has met the selection standards and is the next most qualified, until the position is accepted. A successful candidate who refuses the position must obtain permission from the Corporation before entering any other competition within one (1) year after the closing date of the original competition. The Corporation shall not unreasonably withhold its permission.
- (e) All candidates shall be advised of the results of the competition and of their standing. Except in unusual circumstances this shall be done within (30) thirty days of the last interview. Upon request, any candidate may also obtain clarification regarding his rating and is entitled to

discuss and review any documents relating to his own assessment.

- (f) The results of the competition will be forwarded to the Branch President concerned in writing indicating the names in order of ranking, including those who qualified and those who did not qualify, when they are issued.
- (g) The Corporation agrees that all reasonable efforts will be made to complete the competition process within twelve (12) weeks from the date it is first advertised on the Employee Information Line as a competition.
- (h) The parties agree that face to face interviews are the preferred method and should be used rather than telephone interviews whenever practicable.
- (i) The Corporation agrees that all reasonable efforts will be made to notify employees at least five (5) days in advance of upcoming competition interviews.

11.07 Area of Competition:

The Area of Competition referred to in Clause 11.06(a) shall be as follows:

- 1) Atlantic Area including Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island.
- 2) Quebec Area
- 3) Ontario Area (excluding Northwestern Ontario)
- 4) Mid-West Area (including Manitoba, Northwestern Ontario and Saskatchewan)
- 5) Alberta Area
- 6) British Columbia Area
- * 7) The areas of competition for Northern **Offices** are as defined in Appendix "C".

11.08 Acting Assignment

- (a) For the purpose of this Agreement, acting assignment means the assignment of an employee on an acting basis to a Postmaster or Senior Assistant position which is at a higher classification level than the position to which he is appointed. An employee will perform the duties of the higher classification level that may be required during the acting assignment in order to be entitled to receive the acting pay.

- (b) An acting assignment in an office shall be offered in the following order:
 - (i) To the qualified and readily available employee in the office on the basis of first opportunity to the employee who works the greatest number of regularly scheduled hours per week, last opportunity to the employee who works the least number of regularly scheduled hours per week.

 - (ii) Where two (2) or more employees are working the same number of hours per week, the opportunity shall first be offered to the employee with the longest continuous employment in that Post Office, save that an employee who was formerly full time and whose hours were reduced in accordance with Clause 12.05(a)(i) shall have priority.

 - (iii) To a qualified employee within a fifty (50) km radius of the office who has notified the Corporation of his interest. If there is more than one (1) qualified employee, the opportunity shall be offered to the employee with the longest continuous employment in the bargaining unit.

 - (iv) If there is no such employee, the position may then be filled by other means. However, before offering the position to a person who is not an indeterminate employee of the Corporation, the position shall be offered to the qualified term employee in that office who has continuous employment.

Except as a result of granting leave under a provision of this Agreement, acting assignments shall not normally be in excess of twelve (12) months. Exceptional cases shall be a matter of consultation with the Corporation and the Branch President concerned.

11.09 Temporary Assignment

When the Corporation fills any position of Postmaster or Senior Assistant in the bargaining unit on a temporary basis, staffing action will be taken in the following order of priority:

- (i) by acting assignment, as provided in Clause 11.08; or
- (ii) by other means.

11.10 Official Languages

- (a) Appointments and transfers shall be subject to the Corporate Official Languages Policy, as it may be amended from time to time.
- (b) The parties agree to study the feasibility of developing a program to facilitate the exchange of employees who wish to improve their proficiency in the other official language.

11.11 Probation

- (a) On initial appointment, an employee shall be on probation for a period of six (6) continuous months from the beginning of his employment. This period shall not include any leave in excess of two (2) continuous weeks or any period of language training.
- (b) Appraisal reports shall be completed on a regular basis during an employee's probationary period. The employee shall be given a reasonable amount of time to study and make written comments on the report prior to signing it. A copy will be provided to the employee on request.
- (c) A term employee shall be on probation for the first six (6) months of uninterrupted employment or for the period of his employment, whichever is shorter.
- (d) In the calculation of any probationary period, previous term employment will not be included.
- (e) Notwithstanding (d) above, if a term appointment becomes indeterminate without any interruption of service, the probationary period shall be reduced by the time already spent as a term employee.
- (f) Provided there has not been a break of employment:

- (i) an employee who has completed one (1) probationary period of six (6) months with the Corporation shall not be required to serve a second one; and
- (ii) any time served on probation with the Corporation shall be deemed to be served in the CPAA bargaining unit.

11.12 Senior Assistant

- * (a) **Effective June 4, 2010 there shall be a full-time Senior Assistant position in each post office where the Postmaster position is classified as Level 6B or 6A and the authorized allocated hours of the office equal 100 or more.**
- * (b) Notwithstanding Clause 11.12(a) any **other** post office which had a Senior Assistant as **of June 4, 2010** shall continue to have a Senior Assistant until that position becomes vacant.

FLOW CHART TO BE INSERTED. WILL BE PROVIDED SEPARATELY

ARTICLE 12

ALLOCATION OF HOURS

12.01 Principle

* The required number of hours to operate a **Post** Office, based on the merits of each office, shall be established by the Corporation following meaningful local consultation with the Association.

12.02 The Corporation agrees to meaningfully consult locally with the authorized Association representative on the authorized allocated hours of a Post Office. Such consultation shall take place prior to any **permanent** increase or reduction in the regularly scheduled working hours of an employee, **and in addition, the permanent reduction in authorized allocated hours of a Post Office.**

12.03 Information Notice

* At least twenty (20) days prior to the consultation, the Corporation shall forward to the **Branch** President written details of the proposed change, increase or reduction, including the following information: name of office, its classification, the position(s) affected, its current and proposed schedule of hours and the reason(s) for the change.

12.04 Vacant Position

When it is known that an assistant position is or will become vacant and that it cannot be filled in accordance with the provisions of Article 13 (recall, special or surplus lists), nor in accordance with the provisions of Article 12 (employees covered by Clauses 12.05(b) and 12.08(a)), nor in accordance with the provisions of Clauses 11.02, 11.03 and 11.05:

- (i) The Corporation may offer the hours of the vacant position to one (1) or more employees regularly scheduled to work fifteen (15) or more hours per week and whose place of work is within fifty (50) kilometres.

- (ii) Such offer is made at the sole discretion of the Corporation and the employees to whom it is made may accept or refuse it at their sole discretion.

12.05 Reduction of Hours

- (a) When it is necessary to reduce employee hours in a Grade Office, reductions shall be made, to the extent they are necessary and where operational requirements permit, starting with a vacant position if it exists and then with the employee who works the least number of regularly scheduled hours. Where the regularly scheduled hours of two (2) or more employees are equal, the reduction shall start with the employee having the least continuous employment within the bargaining unit. In the application of this Article it is understood that, for Full-time Assistants seniority shall be determined by the date of appointment to an indeterminate full-time position within the bargaining unit.
 - (i) With respect to Full-Time and Part-Time Assistants who were regularly scheduled to work fifteen (15) or more hours per week at the date of signing of this Agreement, reductions in the hours of the Assistant shall not exceed five (5) hours per week in any twelve (12) month period.
 - (ii) Should a Full-Time Assistant's hours be reduced, his position and his status will become part-time and neither Clause 35.10 nor Article 13 will apply in relation to the reduction of hours.
- (b) Should the reduction of hours as aforesaid entail a reduction to less than fifteen (15) hours per week for an employee defined in Clause 13.01, the regularly weekly scheduled hours of work of such an employee shall not be reduced to less than fifteen (15) hours, unless the Corporation offers the employee alternate employment in offices located within fifty (50) kilometres from his place of work that would maintain him at fifteen (15) or more hours per week.
- (c) When the Corporation offers alternate employment, it agrees that vacant positions within fifty (50) kilometres from the place of work shall be offered as alternate employment before reducing the hours of an employee.
 - (i) In the case of a vacant position, the Corporation shall assign the number of hours of the vacant position to the employee being offered alternate employment as it deems appropriate; however,

the employee shall not be obliged to accept a number of hours greater than those required to maintain him at his former level of hours per week. The remaining hours will be offered in accordance with the provisions of this agreement.

- (ii) Should the reduction of an employee's hours become necessary, it shall be of the most junior employee not covered by Clause 13.01, in the fifty (50) kilometres radius where operations in that office can provide for the alternate employment required; in such a case, the reduction of hours shall not exceed the number of hours required to maintain the employee to whom alternate employment is offered at his former level of hours per week.
- (d) The provisions of Clauses 13.09 and 13.10 shall apply to the employee whose hours are being reduced as per the provisions of (c) above.
- (e) If the Corporation is unable to offer alternate employment within fifty (50) kilometres of the employee's place of work that would maintain him at fifteen (15) or more hours per week, the employee may be declared surplus and the provisions of Article 13 will apply.
- (f) An Assistant whose hours are thirty (30) or more per week shall not be reduced below thirty (30) hours per week except in the following situations.
 - (i) where such Assistant has refused alternate employment within fifty (50) kilometres of his place of work that would have maintained his hours at thirty (30) hours or more per week;
 - (ii) where the Corporation is unable to offer such alternate employment and the Assistant has refused an appointment to a position of thirty (30) hours or more per week within his province of work, (Prince Edward Island to be included in New Brunswick and vice-versa). The employee to whom such offer is made will have up to ten (10) days to either accept or refuse the appointment, in the case of a refusal, the position may then be offered to another employee.
 - (iii) If the Corporation is unable to offer alternate employment and appointment to such an Assistant as described above, the employee may then be declared surplus provided his hours are abolished. In such a case, the provisions of Article 13 will apply.
- (g) With respect to a Postmaster in a group office on strength at the date of

signing of this agreement his hours shall not be reduced below the threshold for participation in the Canada Post Corporation Pension Plan unless he has been offered and refused an appointment to a position wherein his eligibility can be maintained within his area of competition.

12.06 Alternate Employment

- (a) If the employee accepts the alternate employment, the following provisions shall apply:
- (i) he shall not be required to work in more than one (1) office location per day and more than two (2) offices per week; however, in special cases, after consultation and with the employee's consent, he may work in three (3) offices per week; and,
 - (ii) he shall be guaranteed a minimum of three (3) consecutive hours of work per day in such office location other than his home office.
 - (iii) the office in which the employee works the majority of his weekly scheduled hours is deemed to be his home office; and it is in that office that seniority and continuous employment will be applicable.
 - (iv) when an employee works in more than one (1) office, the total scheduled hours of that employee will be deemed to have been worked in his home office, and will be applicable only to his home office.
 - (v) an employee accepting alternate employment in another office location shall not be entitled to any travel reimbursement as a result of travelling to that location.
- (b) If the employee refuses the alternate employment, the following provisions shall apply:
- (i) the Corporation shall have the right to reduce his regularly scheduled weekly hours of work to less than fifteen (15) hours of work per week; and,
 - (ii) the employee shall no longer be entitled to the provisions of Article 13 if his regularly scheduled weekly hours of work are reduced to less than fifteen (15) hours per week.

12.07 Notwithstanding 12.05(a)(i) above, an employee's hours can be reduced by more than five (5) hours per week in any twelve (12) month period in

his home office, provided the Corporation offers and the employee accepts alternate employment within fifty (50) kilometres radius that would maintain him at his current number of regularly scheduled hours per week or more.

12.08 Extended Coverage

- (a) The provisions of this Article shall also apply to employees defined in Clause 13.01(c)(ii), provided they do not refuse alternate employment within fifty (50) kilometres of their place of work. The provisions of Clause 12.05(c) applies to such alternate employment.

 - (b) Until such time as they are offered alternate employment whereby their total regularly scheduled hours of work per week will be at fifteen (15) hours or more, their hours of work in their place of work will not be further reduced.
- *12.09** In the case of absences due to illness, special leave, vacation leave, leave without pay, Field Support Duties and vacancies during the staffing process, the Corporation agrees to staff each office with a sufficient number of **employees** as defined in Clause 2.01(h).

12.10 General

It is understood that the parties may come to local agreements in order to either reduce or enlarge the 50 kilometres radius provided for in this article, when unusual circumstances are such that an exception is appropriate.

ARTICLE 13

JOB SECURITY

13.01 General

- (a) Clauses 13.01 to 13.08, 13.13 and 13.16 do not apply to Postmasters in a group office in a non Corporation owned/leased premise.
- (b) The Corporation undertakes that, as a result of positions being rendered surplus to requirements, the provisions of Clauses 13.02 to 13.08 inclusive of this Article will then apply to employees in Grade Offices

and/or Group Postmasters in Corporate owned or leased premises who are regularly scheduled to work fifteen (15) or more hours per week and who have five (5) years or more of continuous employment with the Corporation.

- (c) Notwithstanding the above, as a result of positions rendered surplus to requirements, the provisions of Clauses 13.02 to 13.08 inclusive of this Article will also apply to employees in grade Offices and/or Group Postmasters in Corporate owned/leased premises:
- (i) who were regularly scheduled to work fifteen (15) or more hours per week on May 1, 2003, or
 - (ii) who were regularly scheduled to work thirteen and one third (13 1/3) hours or more per week on March 14, 1991 and whose regularly weekly scheduled hours of work at the date of signing of the agreement are less than fifteen (15) hours per week, provided they do not refuse alternate employment within fifty (50) kilometres of their place of work.
- (d) **It is understood that the parties may come to local agreements in order to either reduce or enlarge the 50 kilometres radius provided for in this article, when unusual circumstances are such that an exception is appropriate.**

13.02 Protection

Where an employee as defined in 13.01 above is declared surplus, the following shall apply for the duration of this Agreement:

(a) **Notice**

An employee rendered surplus shall be so notified in writing at least sixty (60) days prior to the date he is to become surplus, and his name shall be immediately placed on the surplus list. At the same time, the Branch shall be notified that the employee has been placed on the surplus list or that the employee has been offered another position pursuant to this Article.

(b) **Employment**

Such employees shall have continuous employment provided they are prepared to accept retraining, re-assignment and/or relocation to a position within their area of competition as defined in Clause 11.07;

An employee shall only be considered for positions that do not result in a promotion as defined in Clause 2.01(q).

Furthermore employees regularly scheduled to work fifteen (15) hours or more when placed in a vacant position shall only be entitled to a maximum of their hours at the time of notice under 13.02(a). Any additional hours of the vacant position will be allocated in accordance with the provisions of the present agreement.

(c) Classification, Pay & Benefits

Employees who have not refused retraining, reassignment and/or relocation pursuant to 13.02(b) shall retain their classification level and continue to receive total pay and benefits as if they were working the hours of the position from which they were declared surplus regardless of any assignment to other duties or any reclassification of the duties performed by the employee at a lower level.

However, it is understood that employees covered by this Clause may be required by the Corporation to work the number of hours for which they receive pay.

(d) Transfer back

Notwithstanding any other provision in this Agreement, an employee, who has relocated to another position in accordance with this Clause, shall be offered for a period of one (1) year the first opportunity to transfer back to his former office at his own expense.

13.03 Lay-off

- (a) Should a surplus employee not accept a position made available to him by the Corporation in his area of competition he shall be laid off and his name shall be placed on the recall list for his office only.
- (b) Notwithstanding the above, should a surplus employee refuse to accept a position in the area of competition that is more than fifty (50) kilometres distant from his surplus position he shall be laid off with, if eligible, benefits under the Corporate Supplementary Unemployment Benefit Plan (SUB Plan). The employee's name shall be placed on the recall list for recall to positions within fifty (50) kilometres of his former office. If recall is made available to him and he refuses, his benefits

under the SUB Plan shall be forfeited and his employment terminated.

13.04 Appointment

When a surplus employee accepts a position, his appointment to that position shall become effective immediately. The employee shall relocate to that position within a reasonable period of time.

13.05 Relocation

- (a) A surplus employee or a laid off employee on the recall list who relocates outside the fifty (50) kilometres radius will be entitled to the relocation policy in effect pursuant to Article 41 at the date of signing of this Agreement.
- (b) An employee who accepts relocation under Clause 13.02(b) but elects not to relocate his permanent residence while waiting to exercise his option under 13.02(d) will be entitled to a monthly allowance of one hundred dollars (\$100.00) until the expiry of the first twelve (12) months following relocation, or until such employee does change the location of his residence, in which case he shall be entitled to the relocation expenses referred to in (a) above, whichever shall first occur.

13.06 Surplus/Recall Lists

- (a) A surplus employee's name shall be placed on the surplus list for the area of competition for the duration of the Collective Agreement or until his name is placed on the recall list. He shall be offered a position in order of seniority.
- (b) A laid off employee's name shall be placed on the recall list for the area of competition for the duration of the Collective Agreement or until he is recalled. He shall be recalled in order of seniority.
- (c) A laid off employee may be recalled to a position made available by the Corporation. The employee shall retain the protections outlined in Clauses 13.02(b) and (c).
- (d) Copies of the surplus list and the recall list will be provided to the appropriate Branch President and to the National Office on the fifteenth (15th) day of each month.

13.07 Employee on Recall List

- (a) A laid off employee on the recall list will not be eligible for or earn any benefit provided elsewhere in this Collective Agreement.
- (b) When recalled, effective the first scheduled day of work, the employee shall have access to all rights and benefits provided for by his collective agreement. The continuous employment of the employee shall not be considered to have been interrupted for the purpose of calculating benefits while his name was on the recall list. However, time spent on the list shall not be considered in such calculation.

13.08 If, in the application of this Article, a surplus or laid off employee is appointed to a position where the employee is afforded the protections described in Clauses 13.02(c), the employee's name shall be placed on the recall list for recall to a position equal to his former position that is within fifty (50) kilometres of his present or former office. If the employee refuses, these protections shall be discontinued immediately.

13.09 Employees Not Governed by Clause 13.01 - Reduction

When the hours of an employee not governed by Clause 13.01 are reduced the following provisions shall apply:

- (a) the employee whose hours of work are reduced shall be given fourteen (14) days advance notice;
- (b) should the employee's weekly hours of work, after the reduction be at six (6) hours or less, such employee shall have the following options:
 - (i) maintain his reduced weekly hours of work; or,
 - (ii) place his name on the relief list, indicating if he wishes to relieve only in his former place of work or in his former place of work and in office(s) as required within a fifty (50) kilometres radius from his place of work.

- (iii) exercise both options in (i) and (ii) above with the understanding that his regularly scheduled hours in his office will always have priority and will dictate whether a relief assignment will be offered to this employee. Except under unusual circumstances, such relief assignment will only be offered in its entirety.
- (c) Notwithstanding (b) above should the employee's weekly hours of work, after the reduction be below four (4) hours, such employee shall be removed from the schedule and shall have the option to place his name on the relief list, indicating if he wishes to relieve only in his former place of work or in his former place of work and in office(s) as required within a fifty (50) kilometres radius from his place of work.

13.10 Relief Work and Relief List

The following shall apply when relief is required and available for employees whose names appear on the list as per Clause 13.09.

- (a) "relief" means any work which is not required to be given, by the provisions of the collective agreement, to indeterminate employees or work for which there are no indeterminate employees available.
- (b) when relief work is required, employees formerly from that office or who had hours displaced from that office and who are on the relief list will be first called by order of seniority for the relief work in that office.
- (c) should there be no such employee or should they refuse or be unavailable for the relief work, it shall then be offered by order of seniority to the employees on the relief list whose former place of work is located within fifty (50) kilometres from the office where the relief work is required.
- (d) the name of an employee will remain on the relief list for a period equal to his seniority up to a maximum of two (2) years from the date of his last day of work for the Corporation. However, should an employee refuse or be unavailable for relief work, which does not conflict with any employment duties with the Corporation, on three (3) occasions in any calendar year, his name shall be struck from the relief list.
- (e) the names of the employees appearing on relief lists will be transmitted quarterly to the appropriate Branch President and the National office of the Association.

13.11 Calculation of Seniority

For purposes of this Article seniority is calculated as follows:

- (a) Full-time employees: date of appointment to an indeterminate full-time position within the bargaining unit. A full-time employee is deemed to be senior to a part-time employee.
- (b) All other employees: continuous employment in the bargaining unit except that a part-time employee whose regularly scheduled hours of work are thirty (30) or more per week is deemed to be senior to any other part-time employee.

13.12 Consultation

Administrative procedures to give effect to this Article shall be a subject for consultation at the National Level.

13.13 Accommodation

Notwithstanding the provisions of Clause 20.13, the Corporation may temporarily assign surplus or laid off employees to positions in the area of competition to accommodate the employees.

The hours of employees in offices where a surplus or laid off employee is temporarily assigned, will not be reduced as a result of such assignment.

13.14 Office Closure

- (a) When a Group Post Office, not located in a Corporation owned or leased premise, is to be closed, and the Postmaster was on strength at the date of signing of the collective agreement or has since acquired five (5) years or more of continuous employment, the Corporation shall give the Postmaster and the appropriate Branch President notice in writing at least ninety (90) days prior to the closure of the office.
- (b) The name of the employee who is scheduled to be laid off will be placed on a special list which will be valid for one (1) year from the date of lay-off.
- (c) When a vacancy occurs in a Group Post Office in the employee's area of competition each person whose name is on the special list will be given priority of appointment to a vacancy for which he is qualified

according to order of merit from within the group on the aforementioned list.

13.15 Special List

Copies of the special list will be provided to the appropriate Branch President and to the National Office of the Association on the fifteenth (15th) day of each month.

13.16 Supplementary Unemployment Benefit Plan

- (a) The parties agree that the Corporate Supplementary Unemployment Benefit Plan, as amended from time to time and subject to the requirements of the Canada Employment and Immigration Commission, shall form a part of this Collective Agreement and shall be available to eligible employees for the term of this Collective Agreement.
- (b) The Corporation shall notify the appropriate Branch President of the date an employee became eligible for SUB Plan benefits. Such notification shall be in writing.

ARTICLE 14

TECHNOLOGICAL CHANGE

14.01 General

- (a) In the introduction or implementation of technological change, changes in mechanization, or national changes in operating methods originated by the Corporation that might affect one (1) or more employees, the Corporation will seek ways and means of minimizing adverse effects on employees which will result from such changes.
- (b) In this agreement, “technological change” means:
 - (i) the introduction of equipment or material of a different nature or kind than that previously utilized by the Corporation in the operation of the business;
 - and
 - (ii) a change in the manner in which the Corporation carries on work that is directly related to the introduction of new equipment or

material.

- * (c) In this Agreement, a national change in operating methods means a substantially identical change as set out in Clause 14.01(a), other than technological change, which, when implemented, will be applied in two (2) or more provinces (for the purpose of this Clause, the areas of competition **for Northern Offices**, set out in Appendix "C", shall be deemed to be one (1) province) within a one (1) year period.

14.02 Notice

The Corporation shall advise the Association in writing at least one hundred and twenty (120) days in advance of any technological change and at least ninety (90) days in advance of any national change in operating methods that might affect a significant number of employees. Prior to the introduction or implementation of any such changes, the Corporation shall furnish the Association at the national level with full information respecting both the short and long range plans governing all phases of the change. Such prior notification shall state:

- (a) the nature of the change;
- (b) the date on which the Corporation proposes to effect the change;
- (c) the approximate number, class and location of employees likely to be affected by the change;
- (d) the effect that the change is likely to have on the terms and conditions or security of employment of the employees affected; and
- (e) all other pertinent data relating to the anticipated effects on employees.

14.03 Consultation

Where the Corporation has notified the Association of its intention to introduce a change referred to in 14.02, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to find mutually satisfactory solutions to minimize any adverse effects on employees which might result from such change.

- *14.04** For changes originated by the Corporation in a single province, or in areas of competition for Northern **Offices**, as set out in Appendix "C", that will result in the reduction of the hours of employees covered by

Clause 13.01 to less than fifteen (15) hours per week, the Corporation shall by notice in writing at least thirty (30) days prior to the implementation of any such change, furnish the Association at the Branch and National levels with full information respecting the change and, if requested by the Association, meet within ten (10) days to hold constructive and meaningful consultation in an effort to find mutually satisfactory solutions to minimize the adverse effects on those employees affected by the proposed change.

ARTICLE 15

ACCELERATED ATTRITION

15.01 Corporation's Discretion

(a) The Corporation may at anytime at its discretion elect to offer in addition to any benefit provided by this Collective Agreement, accelerated attrition, which may include but is not limited to: financial incentives to resign or to retire early or to relocate.

(b) Notice to Association

The Corporation shall notify the Association of the details of any accelerated attrition offer or program and shall, prior to offering the program to any employee, notify the appropriate Branch President at least ten (10) days in advance that an offer will be made. Such notification to the Branch President shall be in writing.

ARTICLE 16

SEVERANCE PAY

ALL-EMPLOYEES

16.01 Severance Termination

Employees, who were indeterminate employees on December 31, 2005, shall be entitled to an amount equal to the severance pay entitlement they had accumulated as of December 31, 2005.

16.02 Entitlement

The amount to which an indeterminate employee is entitled shall be equal to one (1) week of his regular weekly rate of pay for each year of continuous service up to December 31, 2005, up to a maximum of twenty-eight (28) weeks, less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu of retiring leave. If the employee, based on his anniversary date, has not completed a full year of employment to December 31, 2005, the amount payable for the partial year of employment shall be pro-rated.

Payment to indeterminate employees who are part-time, or whose continuous employment includes a period of both full-time and part-time employment, will be calculated in accordance with Clause 16.04 and 16.06.

16.03 Terms of Payment

- (a)** The amount to which an employee is entitled shall be paid in a single payment, at the employee's discretion, either:

 - (i) Within six (6) months of the signing of the collective agreement, at the rate of pay of the employee's scheduled hours of his substantive position as of December 31, 2005, or
 - (ii) At the time of his retirement, based on the rate of pay of the employee's scheduled hours of his substantive position during the week prior to his retirement.
- (b)** In the event of the death of an employee who has not received his severance pay entitlement, such entitlement shall be paid to his estate based on the rate of pay of the employee's scheduled hours of his substantive position at the time of his death.
- (c)** An employee who chooses to receive a payment under paragraph 16.03 (a)(ii), who resigns, or is released for incapacity after December 31, 2005 but prior to his retirement, shall be paid the amount set out in paragraph 16.03 (a)(i).
- (d)** If an eligible employee elects to receive a payment under paragraph 16.03 (a)(ii) but is discharged for cause before his retirement, he shall not be entitled to severance pay under this Article or otherwise.

- (e) All outstanding monies owed to the Corporation will be collected from the payment of the severance.
- (f) The payment of the severance shall not be deemed to be wages for any additional entitlements and/or allowances.
- (g) Under no circumstances shall the maximum severance pay provided under Article 16 be pyramided.

16.04 Full-Time - Part-Time Employees

Notwithstanding the provision of Clauses 16.01 to 16.03, the employee whose continuous employment includes both a period of full-time continuous employment and another of part-time employment shall have, for the purpose of severance pay, his complete years of continuous part-time employment reduced prorata to the difference between the weekly part-time hours of work and the normal weekly hours of work indicated in the normal schedule of full-time employees. In the case of an employee who, on the date of termination of employment, or if he selected option 16.03 (a)(i) then on the December 31, 2005 date, was a part-time employee, the rate of weekly pay, adjusted to the weekly full-time rate, constitutes the rate of weekly pay to be received by the said employee at the time of termination of employment, or at December 31, 2005 if the employee selected 16.03 (a)(i).

16.05 Provision of Information

The Corporation shall provide the following information to an employee who requests it in writing, provided that he is eligible for a pension benefit under the Canada Post Corporation Pension Plan:

- (a) the total period of pensionable service to the employee;
- (b) any period of service that is not pensionable;
- (c) the average annual salary for the five (5) consecutive year period during which the employee received the highest salary, the identification of said years and salary received during each year covered by this period;
- (d) the different options of benefits to which the employee may be entitled upon retirement, and if necessary, an explanation of such options.

This information shall be provided to the employee as soon as possible,

but not later than ninety (90) days after the date of the written request.

16.06 For purposes of this Article, an employee's weekly rate of pay is determined by multiplying his hourly rate of pay by the number of hours in the normal weekly schedule for his position.

ARTICLE 17

SAFETY AND WORKING CONDITIONS

17.01 Principle

The parties recognize an employee's right to working conditions which show respect for his health, safety and physical well-being.

The Corporation, the Association and the employees recognize that the maintenance and development of the employees' general well-being constitute a common objective. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

**** 17.02** Health and Safety Concerns

Employee concerns about health and safety matters shall be dealt with in accordance with the procedure set out in Appendix "K".

****17.03** First-Aid Training

(a) Where, in accordance with the requirements of the applicable legislation, the Corporation selects an employee to take first-aid training, the Corporation will assume the cost of that training and shall grant to that employee time off without loss of regular pay for the purposes of attending such training.

(b) Attendance at such training after completion of his normal daily shift, shall be compensated for in accordance with Clause 36.02.

****17.04** Maximum Weight

No individual employee will be required to lift by hand, items or bags of

mail in excess of thirty (30) kilograms (66 lbs).

****17.05 Canada Labour Code**

- (a) The parties agree that the Canada Labour Code will be observed with respect to health, safety and environment.
- (b) There shall be a national policy health and safety committee. The Corporation and CPAA shall each have equal representation on the committee (three (3) members each) and shall advise each other of the persons they have named to the committee.
- (c) There shall be a health and safety representative in each post office selected as follows:
 - (i) in post offices where no other Corporate employees work, CPAA shall select the health and safety representatives. Unless CPAA advises the Corporation to the contrary, the health and safety representatives in such offices shall be the postmaster in the office;
 - (ii) in post offices where employees represented by CPAA and other Corporate employees both work, the Corporation and the Association agree to establish either a health and safety representative structure or, where required by Part II of the *Canada Labour Code* a health and safety committee structure, and to select representatives, in a manner that will satisfy the requirements of Part II of the *Canada Labour Code*.
- (d) In addition to the policy health and safety committee and the health and safety representatives required under the Canada Labour Code, the parties agree to establish Branch-Director Health and Safety Committees composed of at least the Director responsible for a specific Area and a representative of the corresponding CPAA Branch. The Corporation and CPAA shall each have equal representation on the committee. The Branch-Director Health and Safety Committees will meet at least three (3) times per year, and if both parties agree, there may be fewer or more meetings scheduled. Whenever possible and appropriate, the parties should schedule these meetings along with other pre-scheduled meetings.

Should the Branch-Director Health and Safety Committees determine that training is required for its members, appropriate training will be

provided.

****17.06 Programs**

- (a) Development of new safety and health programs shall be promoted for all employees through joint consultation.
- (b) The Corporation shall, in Corporation-owned and Corporation-leased premises, continue to make provisions for the safety and health of employees.

ARTICLE 18

MEDICAL EXAMINATION

- 18.01** Where the Corporation requires an employee to undergo a medical examination by a designated qualified medical practitioner, chosen by the employee, the examination will be conducted at no expense to the employee
- 18.02** Insofar as possible, appointments for examinations will be scheduled during the working hours of the employee.
- 18.03** An employee will suffer no loss of regular pay to attend an examination, and the Corporation shall assume the cost of any travel expenses in accordance with existing travel regulations.
- 18.04** Subject to Clause 18.01, the Corporation at anytime can require an employee to undergo subsequent medical examinations by a qualified practitioner, selected by the Corporation. These examinations will be conducted at no expense to the employee.
- 18.05** The Occupational Fitness Assessment Form will only be used in accordance with the Attendance Management Program and any subsequent guides to the Program.
- 18.06** The Corporation agrees to pay the fees charged by the practitioner when the Corporation requires an employee to have an Occupational Fitness Assessment Form completed by a qualified medical practitioner.

It is also agreed that the employee will suffer no loss of regular pay to have the Occupational Fitness Assessment Form completed while he is at work. The Corporation shall assume the cost of any travel expenses in accordance with the existing Travel Policy.

ARTICLE 19

INCAPACITY / ATTENDANCE

- 19.01** When an employee due to a bona fide illness or injury has become incapable of performing his assigned duties, the Corporation's policy as set out in Canada Post Corporation, Attendance Management Program, September 1984, and any subsequent guides to this Program, will apply. Should the Corporation amend or issue any future guide pursuant to this Article, the Corporation will consult with the Association.
- 19.02** In the event that an employee has a disability, the Corporation shall make every reasonable effort to accommodate the employee, up to the point of undue hardship. The Corporation, the employee and the Association will cooperate in attempting to find the employee suitable work, beginning with work covered by this collective agreement.
- 19.03** Prior to releasing an employee for incapacity, the Corporation shall:
- (a)
 - (i) provide an information package to the employee containing details of his resignation options with respect to pension benefits;
 - (ii) at the same time, advise the Association that such information package has been sent;
 - (b) provide written notice of the release to the employee with a copy to the Association.
- 19.04** In the event that an issue with an employee's attendance record becomes disciplinary in nature and the Corporation wishes to meet with the employee, the Corporation will follow the process identified in Article 6.

In the event that the Corporation wishes to place a letter on the employee's file regarding non-disciplinary attendance problems, it

shall, at the same time, send a copy to the Association.

ARTICLE 20

HOURS OF WORK

POSTMASTERS IN GROUP OFFICES

20.01 Weekly hours of service

(a) The weekly hours of service by an employee shall be the actual hours of work (work survey hours) and the hours the employee is required to be available to provide service (available hours) as described below:

- (i) "Work Survey Hours" means the maximum weekly hours of work for each Post Office level as determined by the work content measurement system.
- (ii) "Available Hours" means the difference between the Work Survey Hours and the hours per week the employee is required by the Corporation to be available to provide postal service.

(b) The minimum weekly hours of service will be as follows:

GROUP	SURVEY HOURS	AVAILABLE HOURS	TOTAL HOURS OF POSTAL SERVICE
1	7.5	12.5	20
2	14.0	10.0	24
3	20.5	7.5	28
4	27.0	5.0	32
5	33.0	3.0	36
6	39.0	-	39

***As per Clauses 12.01 and 12.02, the Corporation agrees to meaningfully consult locally with the Association on any exceptions to these hours of service.**

- (c) An employee housed in a Corporation - owned/leased premise is not to be permitted to engage in other gainful employment during the normal hours of operation of the Post Office.

20.02 Hours of Work

- (a) The weekly hours of provision of postal service by an employee shall not exceed forty (40) and where feasible, the daily hours shall be scheduled in not more than two (2) separate periods within a spread of ten (10) hours.

- (b) **Where operational requirements permit, work will be scheduled over five (5) consecutive days per week.**

FULL-TIME EMPLOYEES

20.03 Hours of Work

- (a) The normal hours of work shall be forty (40) per week, eight (8) hours per day, and five (5) days per week.
- (b) Where operational requirements permit, work will be scheduled over five (5) consecutive days per week.
- (c) An employee's daily hours of work shall be scheduled in two (2) parts within a ten (10) hour period. Hours worked beyond the spread of ten (10) hours shall be deemed to be overtime hours and compensated for in accordance with the provisions described in Article 36.

Schedules covering hours and days of work of employees shall be posted in an appropriate place in each office.

- (d) Where a Full-Time Assistant's hours are to be reduced Article 12 will apply.

20.04 Unpaid Meal Period

An employee shall be entitled to an unpaid meal period of at least one-half ($\frac{1}{2}$) hour as close as possible to the middle of each full shift.

20.05 Rest Periods

Each employee shall be entitled to two (2) ten (10) minute rest periods without loss of pay; one (1) during the first (1st) half and one (1) during the second (2nd) half of each full shift.

***20.06 Reporting for Duty**

Where an employee is not notified beforehand not to report for duty, and **he reports** for work at his scheduled starting time, **he** shall be paid for the entire shift even when work is not available in his normal assignment. In such circumstances, the employee may be required to perform other available work.

PART-TIME EMPLOYEES

20.07 Hours of Work

- (a) The normal hours of work will be from four (4) to forty (40) hours per week.
- (b) An employee's daily hours of work shall be scheduled in not more than two (2) parts within a ten (10) hour period.
- (c) An employee who is regularly scheduled to work on Saturdays shall not be scheduled for any shift of less than one (1) hour during the week.
- (d) Schedules covering hours and days of work of employees shall be posted in an appropriate place in each office.
- (e) Where an employee's hours are to be reduced Article 12 will apply.

20.08 Unpaid Meal Period

Where an employee works for a period of at least five (5) consecutive hours, he shall be entitled to an unpaid meal period of at least one-half ($\frac{1}{2}$) hour.

20.09 Rest Periods

- (a) Where an employee works for more than two (2) hours but less than six (6) consecutive hours he shall be entitled to a ten (10) minute rest period as close as possible to the middle of the work period.
- (b) Where an employee's daily hours of work exceed six (6) hours, he shall be entitled to two (2) ten (10) minute rest periods.

20.10 Scheduled Hours of Work

- (a) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- (b) Except under unusual circumstances, an employee will be given five (5) days notice prior to any change in his normal scheduled starting time.
- (c) Except under unusual circumstances, if the regular scheduled hours of an employee are to be reduced, the employee shall be given five (5) days notice prior to the proposed change.

20.11 Part-Time Work

Unless otherwise provided for in this Agreement, the Corporation agrees that part-time employees shall be used only for part-time operational requirements.

***20.12 Reporting For Duty**

Where an employee is not notified beforehand not to report for duty, and **he reports** for duty at his regularly scheduled starting time **he** shall be paid for his entire shift even when work is not available in his normal assignment. In such circumstances the employee may be required to perform other available work.

20.13 Extra Hours

For the purpose of Clause 20.13, extra hours means any hours available to be worked in excess of an employee's regular schedule. The Corporation shall determine the extra hours it requires in each circumstance, and offer such hours to employees working in that Post Office in accordance with the provisions of this Clause.

- (a) On each occasion that extra hours are to be worked, opportunities to work the extra hours are to be offered to employees who notify the Postmaster beforehand of their availability, on the basis of the first opportunity to the employee who works the greatest number of regularly scheduled hours per week, last opportunity to the employee who works the least number of regularly scheduled hours per week.
- (b) Where two (2) or more employees are working the same number of hours per week, the opportunity shall be first offered to the employee with the longest continuous employment in that Post Office save that an

employee who was formerly full-time and whose hours were reduced in accordance with Clause 12.05(a)(i) shall have priority.

- (c)
 - (i) In the application of this Clause, it is understood that a Part-Time Assistant shall be granted an opportunity to work extra hours provided that the extra hours do not conflict with his regular schedule, and provided he does not work more than eight (8) hours per day, or forty (40) hours per week.
 - (ii) Subject to Clause 20.13(c)(i) the Part-Time Assistant who is granted the first opportunity to work extra hours should, while the opportunity lasts, end up working a total number of hours that is not less than the total number of hours worked by the Part-Time Assistant who accepts the second opportunity, and so on for each subsequent opportunity granted.
- (d) Where all the extra hours to be worked cannot be covered by application of the principle expressed in (a), employees may be assigned to work the extra hours that cannot be covered, and/or those hours may be covered by other means.
- (e) Application of this Clause entails no obligation on the part of the Corporation for equal distribution of extra hours.

20.14 Where there is an immediate operational requirement for a Part-Time Assistant to work extra hours and the designated approval officer(s) is/are not available, Postmasters may authorize such extra hours to be worked. In such a situation, the Postmaster must report the situation to the designated approval officer(s) at the earliest opportunity.

20.15 Vacant Position's Hours

When there is a vacant position, the Corporation shall determine the number of hours it requires to fill such position while the vacancy exists and it agrees to offer such hours to part-time employees in accordance with the provisions of Clause 20.13.

GENERAL

20.16 The Corporation will provide the local Branch of the Association, upon request, with a schedule showing the authorized allocated hours of each post office. The schedule shall be provided in electronic format unless a hard copy is requested.

20.17 Opening and Closing

Where necessary, employees in a Grade Office shall be so scheduled as to allow sufficient time to prepare for the opening of an office and the closing of an office at the close of the business day.

ARTICLE 21

DESIGNATED HOLIDAYS

ALL EMPLOYEES

21.01 The following days shall be designated holidays for all employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) the day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday,
- (d) Canada Day,
- (e) Labour Day,
- (f) the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving,
- (g) Remembrance Day,
- (h) Christmas Day,
- (i) Boxing Day,
- (j) one additional day in each year that, in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Corporation, no such day is recognized as a provincial or civic holiday, the first Monday in August,
- (k) any other day proclaimed by law as a National Holiday,

and

- (l) (i) Easter Monday or,

If the Corporation decides to operate on Easter Monday, the holiday described in (ii) below;

- (ii) one (1) additional day deemed "floating holiday". Such day shall be determined by request of an employee subject to operational requirements. Requests shall not unreasonably be denied. Once scheduled, should the Corporation wish to alter the date, the day will be subject to the provisions of Clauses 21.02, 21.04, 21.05.
- (iii) The Corporation will notify the Association nationally no later than January 15 if paragraph (ii) above is to apply in that year.

POSTMASTERS IN GROUP OFFICES

21.02

- (a) Subject to Clause 21.03, no reduction shall be made from the pay of an employee where the Post Office is not required to remain in operation on any of the designated paid holidays mentioned in Clause 21.01.
- (b) Where a Post Office is required to remain in operation on any of the designated holidays mentioned in Clause 21.01, an employee shall be paid double time for that day in addition to the pay he would have received had he not worked on the holiday.
- (c) When a designated holiday falls on a non-scheduled working day, the holiday will be moved to the next scheduled working day and observed with pay. If an employee is required to work on that day he shall be compensated in accordance with Clauses 21.02 and 21.03.
- (d) When an employee is normally scheduled to work on a day(s) following a designated holiday(s), but that day(s) is/are declared a day(s) of no service, the hours that employee would normally have worked on that day(s) shall be rescheduled to the extent necessary to ensure that he does not suffer any loss of pay at the regular rate.

- 21.03** Clause 21.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day

immediately following the designated paid holiday, unless the employee is on leave without pay for vacation or sick leave purposes during that period.

Effective January 1, 2011, clause 21.03 shall be replaced with the following:

Clause 21.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day immediately following the designated paid holiday.

FULL-TIME EMPLOYEES

21.04

- (a) No reduction shall be made from the pay of an employee who does not work on any of the designated holidays in Clause 21.01, provided the employee is entitled to receive pay for his first full shift immediately preceding the holiday or the first full shift immediately following the holiday.
- (b) When an employee is required to work on a holiday, he shall be paid double time for all hours worked, in addition to the pay he would have been granted had he not worked on the holiday.
- (c) When a day designated as a holiday under Clause 21.01 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.
- (d) When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 21.04(c):
 - (i) 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;
 - (ii) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- (e) When a designated holiday or day to which a holiday has been moved as described in Clause 21.04(c) coincides with a day of vacation, the employee shall have the following options:

(i) 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

(ii) the day shall not count as a day of vacation leave and the employee shall be entitled to another day of vacation leave at a later date approved by the Corporation.

(f) When a designated holiday or a day to which a holiday has been moved as described in Clause 21.04(c) coincides with a day of leave with pay other than vacation leave, the holiday shall not count as a day of leave.

PART-TIME EMPLOYEES

21.05

(a) An employee who has been continuously employed for at least thirty (30) days preceding a holiday shall be paid,

(i) if he has been entitled to be paid for fifty-four (54) hours or more in that thirty (30) day period, the greater of the following:

the average number of hours worked, up to a maximum of eight (8) during the five (5) days he was on duty immediately preceding the holiday;

or

the number of hours he would normally have been scheduled to work on the holiday.

(ii) if he has not been entitled to be paid for fifty-four (54) hours or more in that thirty (30) day period, one twentieth (1/20) of the pay he has received during the thirty (30) calendar days immediately preceding the holiday.

(b) If an employee is required to work on a designated holiday, he shall be paid double time for all hours worked and, if applicable, the pay he is entitled to under Sub-Clause 21.05(a)(i).

(c) For the purposes of Sub-Clause 21.05(a)(i) an employee who is on leave without pay for vacation purposes, shall be considered as being entitled to pay.

- (d) In the case of an employee to whom Sub-Clause 21.05(a)(ii) applies, or when an employee is normally scheduled to work on a day(s) following a designated holiday(s), but that day(s) is/are declared a day(s) of no service, the hours that employee would normally have worked on that day(s) shall be rescheduled to the extent necessary to ensure that, after taking into account holiday pay, he does not suffer any loss of pay at the regular rate.

CHRISTMAS EVE AND NEW YEARS EVE – ALL EMPLOYEES

- 21.06** Subject to operational requirements, the Corporation will make all reasonable efforts to schedule hours of work to allow employees to finish work no later than four (4:00) pm on Christmas Eve and New Years Eve, without reducing the total number of regularly scheduled hours.

ARTICLE 22

VACATION ENTITLEMENTS

GROUP POSTMASTERS AND FULL-TIME EMPLOYEES

22.01 Vacation Leave for Group Postmasters

- (a) A group Postmaster 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 annual rate;
- (i) if the employee has completed less than seven (7) years of continuous employment, three (3) times his regularly scheduled weekly hours;
 - (ii) for the period commencing when the employee has completed seven (7) years of continuous employment, four (4) times his regularly scheduled weekly hours;
 - (iii) (iii) for the period commencing when the employee has completed fourteen (14) years of continuous employment, five (5) times his regularly scheduled weekly hours;

- (iv) for the period commencing when the employee has completed twenty one (21) years of continuous employment, six (6) times his regularly scheduled weekly hours;
- (v) **if he was an employee prior to January 1, 2011 and has been continuously employed after that date**, for the period commencing when the employee has completed twenty eight (28) years of continuous employment, seven (7) times his regularly scheduled weekly hours,

(b) A group Postmaster earns one twelfth (1/12) of the above entitlement each calendar month in which he works at least ten (10) days. Any paid vacation leave taken before it is earned, shall be owing to the Corporation, and unless earned by the end of the vacation year, shall be deducted from any monies owing to the employee.

22.02 If, at the end of a vacation year, a group Postmaster's entitlement to vacation leave with pay includes a fractional entitlement of less than one (1) hour, the entitlement shall be increased to the nearest hour.

22.03 Vacation Leave For Full-Time Employees

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 rate;

- (i) One and one-quarter (1¼) days per month if the employee has completed less than seven (7) years of continuous employment;
- (ii) One and two-thirds (1 2/3) days per month from the completion of seven (7) years of continuous employment;
- (iii) Two and one-twelfth (2 1/12) days per month on completion of fourteen (14) years of continuous employment;
- (iv) Two and one-half (2½) days per month from the completion of twenty-one (21) years of continuous employment;
- * (v) **if he was an employee prior to January 1, 2011 and has been continuously employed after that date**, two and eleven twelfths (2 11/12) days per month from the completion of twenty-eight (28) years of continuous employment.

22.04 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-day.

22.05 Where, in respect of any authorized vacation period, an employee would have otherwise been granted:

(a) bereavement leave,

or

(b) special leave with pay because of illness in the immediate family,

or

(c) **until December 31, 2010**, sick leave on production of a medical certificate, **and, effective January 1, 2011, personal days or short term disability benefits, as per Appendix "O"**,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

22.06

(a) The Corporation shall pay employees for any unused vacation leave. Such payment will be made within six (6) weeks of the conclusion of the vacation year or as soon as practicable thereafter.

(b) In exceptional circumstances, with the approval of the Corporation, an employee may be permitted to carry over vacation leave into the following vacation year. Any such request by an employee shall not be unreasonably denied.

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

22.08 When an employee ceases to be employed for any reason and has less than six (6) months of continuous employment, he or his estate shall, in lieu of earned vacation leave, be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by him during his period of employment.

22.09 When the employment of an employee who has completed more than six (6) months of continuous employment is terminated for any reason, the employee or his estate shall, in lieu of earned but unused vacation, be paid an amount equal to the product obtained by multiplying the

number of days of earned but unused vacation and by the daily rate of pay applicable to the employee immediately prior to the termination of his employment. In the case of a group Postmaster, the amount of pay in lieu of unused vacation shall be calculated by multiplying the number of vacation hours earned but unused, by the employee's hourly rate of pay (in conformity with Clause 35.08, where applicable) immediately prior to the termination of his employment.

22.10 Notwithstanding Clause 22.09, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 22.09 if he requests it within six (6) months following the date upon which his employment is terminated.

22.11 Vacation leave shall be granted in multiples of not less than one half ($\frac{1}{2}$) day, or its equivalent for group Postmasters (i.e., half ($\frac{1}{2}$) of the scheduled hours of the group Postmaster on the day in question, **or one part of the day where the hours of the group Postmaster are scheduled in two parts**).

22.12 Where, during any period of vacation leave, a full-time employee is recalled to duty by the Corporation, he shall be:

(a) paid for all hours worked at double (2 times) his straight-time hourly rate of pay and shall receive the leave or portion thereof at a later date; in any case, such employee shall be paid at the said overtime rate for a minimum of three (3) hours subject to his willingness to perform any work available;

(b) reimbursed for reasonable expenses, as normally defined by the Corporation, that he incurs:

(i) in proceeding to his place of duty;

and

(ii) 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.

22.13 Provided that six (6) weeks notice is given, a full-time employee shall be issued with advance payment of net salary for his vacation period.

FULL-TIME EMPLOYEES AND ELIGIBLE PART-TIME EMPLOYEES

22.14 Pre-Retirement Leave

- (a) In addition to vacation leave provided for under this collective agreement, a full-time employee and/or a part-time employee whose regularly scheduled hours of work are fifteen (15) hours or more per week in a grade Office and a Postmaster in a position classified at level three (3) and above in a group Office 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 retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.
- (b) An employee may elect to take his fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.
- (c) Pre-retirement leave 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.
- (d) It is understood that there shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.
- (e) Pre-retirement leave is earned in the first qualifying year and in each following year on the employee's anniversary date or his birthday, whichever is later. The Corporation shall only recover salary for pre-retirement leave taken in advance when the employee's employment is terminated, for reasons other than death or layoff, before the leave is earned. In addition, where the employee takes the sixth (6th) week of pre-retirement leave in advance under Clause 22.14(b), there shall be no recovery of pay for the sixth (6th) week unless the Corporation is entitled to recover the fifth (5th) week.

ALL OTHER EMPLOYEES

22.15 Vacation Pay

- (a) An employee shall be entitled to vacation pay as follows:

- (i) If he has been continuously employed for less than seven (7) years, he shall be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by him during the previous vacation year.
 - (ii) If he has been continuously employed for seven (7) years or more, he shall be paid an amount equal to eight percent (8%) of the total of pay and compensation for overtime received by him during the previous vacation year.
 - (iii) If he has been continuously employed for fourteen (14) years or more, he shall be paid an amount equal to ten percent (10%) of the total of the pay and compensation for overtime received by him during the previous vacation year.
 - (iv) If he has been continuously employed for twenty-one (21) years or more, he shall be paid an amount equal to twelve percent (12%) of the total of the pay and compensation for overtime received by him during the previous vacation year.
 - (v) If he **was an employee prior to January 1, 2011** and has been continuously employed for twenty-eight (28) years or more, he shall be paid an amount equal to fourteen percent (14%) of the total of the pay and compensation for overtime received by him during the previous vacation year.
- (b) The vacation pay entitlement of an employee under Clause 22.15 below shall date from the seventh (7th), the fourteenth (14th), twenty-first (21st), and twenty-eight (28th) anniversaries of his appointment, as appropriate.
- (c) The Corporation will continue the current practice of calculating Vacation Pay for employees on the basis of the threshold principle i.e. if an employee reaches an anniversary date at any time in a given vacation year, the vacation pay they are to receive in the vacation year is to be calculated at the higher rate.

If employees leave the Corporation prior to their anniversary date and have already received vacation pay at the higher rate, the two percent (2%) increase will be recovered.

- 22.16** In addition to the above, a part-time assistant will have included in the calculation of their vacation pay, compensation received for shift and weekend premium, compensation for vacation pay already received and

Cost of Living Allowance (COLA) received during the previous year.

22.17 When an employee ceases to be employed for any reason or is appointed to a full-time position he or his estate shall be paid an amount calculated according to Clause 22.15 (a), and Clause 22.16 if applicable, for the period of the vacation year up to the date of his death, termination or appointment as the case may be.

22.18

- (a) To ensure continuance of pay, a part-time employee shall, at such time as he takes his vacation, receive a payment based on the scheduled hours of his position. This payment will be made according to the applicable method of pay for part-time employees.
- (b) The difference, if any between the total entitlement to vacation pay provided for in Clause 22.15 and the monies received in accordance with Clause 22.18(a), shall be paid prior to the last Friday of June following the end of the vacation year.
- (c) Any overpayment incurred as a result of the application of Clause 22.18(a) shall **at the option of the employee, be recovered in accordance with Clause 35.11 or be considered as** an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any future payment of salary.

22.19

- (a) An employee will be entitled to take vacation leave up to a maximum of: three (3) weeks per annum if entitled to vacation pay in accordance with Clause 22.15(a)(i) above; four (4) weeks if entitled to vacation pay in accordance with Clause 22.15(a)(ii) above; five (5) weeks if entitled to vacation pay in accordance with Clause 22.15(a)(iii) above; six (6) weeks if entitled to vacation pay in accordance with Clause 22.15(a)(iv) above; or seven (7) weeks if entitled to vacation pay in accordance with Clause 22.15(a)(v) above.
- (b) For part-time employees such vacation leave will be granted in accordance with Article 23 - Vacation Leave Scheduling.

22.20 Notwithstanding the provisions of Clause 22.19 every employee shall be granted vacation leave of at least two (2) weeks every year and, after six (6) consecutive years of employment, at least three (3) weeks vacation leave every year.

22.21 Where, in respect of any authorized vacation period, an employee would have otherwise been granted:

(a) special leave with pay because of illness in the immediate family,

or

(b) **until December 31, 2010**, sick leave on production of a medical certificate, **and, effective January 1, 2011, personal days or short term disability benefits, as per Appendix "O"**,

or

(c) bereavement leave,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

ARTICLE 23

VACATION LEAVE SCHEDULING

23.01 Vacation Leave Period

Vacation leave periods will extend over the entire vacation year.

Vacation leave will not normally be taken during the month of December, nevertheless such requests for leave will not be unreasonably denied.

23.02 Order of Priority

Postmasters will have first choice of vacation leave periods. Senior Assistants will have second choice of vacation leave periods. Full-time assistants will then select their vacation leave period in accordance with their length of continuous employment followed by Part-Time Assistants who will select their vacation leave period on the same basis. **Term Employees with continuous employment will then select their vacation leave period on the same basis.**

A Part-Time Assistant who was formerly full-time and whose hours were reduced in accordance with Clause 12.05(a)(i) shall have priority to select vacation leave before other Part-Time Assistants.

23.03 Vacation Schedule

Vacation leave will be scheduled and posted prior to April 1st each year.

23.04 Selection

When a Postmaster selects first choice of vacation leave periods, he shall choose one (1) continuous period of vacation leave consisting of all or part of his vacation leave entitlement. The Senior Assistant, full-time Assistants, and Part-Time Assistants will then choose one (1) continuous period of vacation leave consisting of all or part of their vacation leave entitlement in the order provided in Clause 23.02.

If necessary, after their first selections have been made, employees will continue to choose subsequent continuous periods of vacation leave as provided in Clause 23.02 until all remaining vacation leave entitlements are scheduled.

23.05 Notwithstanding the above, in offices where there are more than two (2) employees, and suitable replacement schedules can be arranged and where practicable, more than one (1) employee may take vacation leave during the same period of time.

ARTICLE 24

PARENTAL LEAVE

24.01 General

*(a) Clauses, 24.04, 24.05, 24.09 and 24.10 do not apply to employees in CPAA classification Level 1.

(b) Notwithstanding 24.01 (a) above, those employees in classification Level 1 who as of March 31, 1997, were entitled to the provisions of Article 24 shall continue to be so entitled for as long as they are the incumbent in the position.

***24.02 Continuous Employment**

Leave granted in accordance with this Article is included in the calculation of "continuous employment" for the purpose of severance pay, **vacation** leave, sick leave, **personal days**, vacation entitlements

and increases in rates of pay. Employees shall be deemed to have received pay for at least ten (10) days in each calendar month they are on leave.

24.03 Maternity Leave

The Corporation shall grant leave of absence without pay to a pregnant employee, subject to the following conditions:

- (a) The employee may be required to furnish a medical certificate verifying pregnancy;
- (b) subject to the provisions of subsection (c) the period of leave without pay shall be from eleven (11) weeks before the expected date of termination of pregnancy and ending not later than seventeen (17) weeks after the date of termination of the pregnancy;
- (c) the Corporation may:
 - (i) defer the commencement of maternity leave of any female employee for any period approved in writing by a qualified medical practitioner or a person approved by the Deputy Minister of National Health;
 - (ii) allow leave to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy.
- (d) 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, or a person approved by the Deputy Minister of National Health, stating that the employee's health will not be impaired by returning to duty at an earlier date.

24.04 Maternity Leave Allowance

- (a) After completion of six (6) months continuous employment, an employee who is on Maternity Leave Without Pay in accordance with Clause 24.03, and who provides the Corporation with proof that she has applied for and is in receipt of employment insurance benefits pursuant to section 22(1), Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (b) An applicant under Clause 24.04 (a) shall sign an agreement with the Corporation, providing:
- (i) that in consideration of the payment to her by the Corporation of the Maternity Leave Allowance provided for by this Article, she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Corporation's consent or unless the employee is then entitled to another leave provided for in this Collective Agreement;
 - (iii) that should the employee fail to return to work as per the provisions of this Agreement, that the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

24.05 Rate of Allowance

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly wage; and
- (b) up to fifteen (15) additional weeks payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly wage;
- (c) the weekly wage referred to in Clause 24.05 (a) and (b) above shall be the employee's rate of pay set out and calculated in accordance with Appendix "A";
- (d) where an employee becomes eligible for an annual increment during the period of maternity leave, payments under Clause 24.05 (a) or (b) shall be adjusted accordingly.
- (e) In the application of (a) and (b) above, the combined weekly level of S.U.B. payment, employment insurance benefits and other earnings will not exceed ninety three percent (93%) of the employees normal weekly

earnings.

- (f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

24.06 Parental Leave

- (a) An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to thirty-seven (37) weeks where the employee has or will have actual care and custody of the newborn child. This leave without pay shall commence as the employee elects:

on the expiry of any leave or absence from employment in respect of the child by a female employee

or

on the day the child is born

or

on the day that a child comes into his actual care and custody.

Parental leave without pay shall be granted for a period not ending later than fifty-two (52) weeks after the date from when the child arrives or is placed in the home.

- (b) An employee who requires parental leave of absence shall provide the Corporation with at least four (4) weeks notice in writing and inform the Corporation of the length of leave that the employee intends to take.
- (c) The aggregate amount of leave that may be taken by two (2) employees under Clause 24.06 in respect of the same birth shall not exceed thirty-seven (37) weeks.
- (d) The Corporation may ask the employee to submit a copy of the child's birth certificate.

24.07 Aggregate Leave

The aggregate amount of leave that may be taken by one (1) or two (2) employees under Clauses 24.03 and 24.06 in respect of the same birth shall not exceed fifty-two (52) weeks.

24.08 Adoption Leave

- (a) An employee who has completed six (6) months of continuous employment may be granted a leave of absence without pay up to thirty-seven (37) weeks for the adoption of a child.
- (b) An employee who intends to ask for leave without pay for adoption must notify the Corporation as soon as his application has been approved by the adoption agency.
- (c) An employee, who requires a leave of absence from employment for the purpose of adopting a child, shall provide the Corporation with at least eight (8) weeks notice in writing. Subject to (d) below, the employee may be granted leave without pay commencing the day that the child comes into the employee's care.
- (d) The Corporation may:
 - (i) Postpone the leave without pay for adoption at the employee's request;
 - (ii) Grant the leave for adoption even if the employee gives less than eight (8) weeks notice;
 - (iii) Request proof of adoption from the employee.
- (e) Leave of absence without pay for adoption used by two (2) employees in respect of the adoption of the child must not exceed the combined total of thirty-seven (37) weeks.

24.09 Adoption Leave Allowance

- (a) After completion of six (6) months' continuous employment, an employee who is on Adoption Leave Without Pay in accordance with Clause 24.08, and who provides the Corporation with proof that he/she has applied for and is in receipt of employment insurance benefits pursuant to section 23(1), Employment Insurance Act, shall be paid an adoption leave allowance in accordance with the Supplementary

Unemployment Benefit Plan.

- (b) An applicant under Clause 24.09 (a) shall sign an agreement with the Corporation, providing:
 - (i) that in consideration of the payment to him/her by the Corporation of the Adoption Leave Allowance provided for by this Article, he/she will return to work and remain in the Corporation's employ for a period of at least six (6) months after his/her return to work;
 - (ii) that he/she will return to work on the date of the expiry of his/her adoption leave, unless this date is modified with the Corporation's consent or unless the employee is then entitled to another leave provided for in this Collective Agreement;
 - (iii) that should the employee fail to return to work as per the provisions of this Agreement, that the employee recognizes that he/she is indebted to the Corporation for the amount received as adoption leave allowance.

24.10 Rate of Allowance

In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his/her weekly wage; and
- (b) up to ten (10) additional weeks payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of his/her weekly wage;
- (c) the weekly wage referred to in Clause 24.10 (a) and (b) above shall be the employee's rate of pay set out and calculated in accordance with Appendix "A";
- (d) where an employee becomes eligible for an annual increment during the period of adoption leave, payments under Clause 24.10 (a) and (b) shall be adjusted accordingly.
- (e) In the application of (a) and (b) above, the combined weekly level of S.U.B. payment, employment insurance benefits and other earnings will

not exceed ninety-three percent (93%) of the employees normal weekly earnings.

- (f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

ARTICLE 25

***PERSONAL DAYS**

25.01 Effective January 1, 2011, employees shall be allocated Personal Days, as follows:

- a) Each full-time employee will be allocated seven (7) Personal Days on the first day of each fiscal year.**
- b) Each Group Postmaster and 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 regularly scheduled to work.**
- c) Each Term employee with continuous employment and at least forty (40) scheduled hours of work per month 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 regularly scheduled to work.**
- d) 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.**

25.02 Any unused Personal Days or portion thereof remaining at the end of the fiscal year to a maximum of five-sevenths (5/7) of the employee's annual entitlement will be paid out to employees during the third (3rd) pay period of the following fiscal year. The amount of the payment will be based on the employee's last

regular rate of pay of the fiscal year.

Employees 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-sevenths (5/7) of the employee's annual entitlement, for use in the following fiscal year.

25.03 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-sevenths (5/7) of the employee's annual entitlement as per the above paragraph.

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

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

25.05 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.

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

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

25.08 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.

25.09 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 otherwise be entitled.

- 25.10 **Personal Days can be used for leave with pay in the case of illness, medical appointments, urgent situations (e.g. accidents, circumstances not directly attributable to the employee including illness in the immediate family), for other such personal needs and during the qualifying period under the Short Term Disability Program set out in Appendix “O”.**
- 25.11 **Other than in urgent situations, an employee wishing to use a personal day shall notify his team leader at least three (3) days in advance.**
- 25.12 **Requests for non-urgent personal days shall be approved subject to operational requirements.**

**** ARTICLE 26**

SPECIAL LEAVE

- **26.01** No employee shall be granted special leave during a period in which he is on leave of absence without pay or under suspension.
- **26.02 Leave For Birth or Adoption of a Child**
- (a) A male employee shall be granted special leave with pay up to a maximum of one (1) day on the occasion of the birth of his child.
- (b) An employee shall be granted special leave with pay up to a maximum of one (1) day on the occasion of the adoption of a child.
- (c) This leave may be divided into two (2) periods and granted on separate days, but not extending beyond the date the child is brought home.
- **26.03 Leave for Other Reasons**

Where conditions warrant it **and an employee has exhausted his personal days**, special leave with pay shall be granted, when circumstances not directly attributable to the employee, including illness in the immediate family, as defined in Clause 2.01(m) prevent his reporting for duty. The employee shall make every reasonable effort to arrange matters to allow him to report to work at the earliest opportunity.

****26.04 Marriage Leave**

After completion of one (1) year's continuous employment in the Public Service and/or the Canada Post Corporation, an employee who gives the Corporation at least five (5) days notice shall be granted special leave with pay for not more than five (5) days for the purpose of getting married, provided the employee returns to work after the marriage.

****26.05 Medical Boards**

- (a) The Employer shall grant special leave with pay to a veteran:
- (i) called by the DVA or an authorized provincial Tuberculosis Clinic for a medical examination not conducted primarily for the purposes of active treatment;
 - (ii) asked by the DVA to report in connection with a medical research program conducted by that department;
 - (iii) reporting to the DVA for the purpose of the supply or maintenance of a prosthetic appliance;
 - (iv) called in by the Canadian Pension Commission for pension purposes.

****26.06 Bereavement Leave**

- *(a) When a member of his immediate family dies an employee shall be entitled to special leave with pay for a period of not more than four (4) days and not extending beyond the day following the funeral, and may, in addition, be granted up to three (3) days' special leave for the purpose of travel.
- *(b) An employee is entitled to special leave with pay up to a maximum of one (1) day, to attend the funeral of the grandparent of his spouse, or a ward of the employee who is a resident of the employee's household.
- *(c) No employee shall be granted bereavement leave during a period in which he is on leave of absence without pay or under suspension.

ARTICLE 27

COURT LEAVE

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

(a) to serve on a jury;

or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury;

(ii) before a court, judge, justice, magistrate or coroner;

(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 28

PERSONNEL SELECTION LEAVE

28.01

- (a) When an employee participates in a personnel selection process for a position in the Corporation, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Corporation considers reasonable for the employee to travel to and from the place where his presence is so required.
- (b) Where the employee is scheduled to participate in or travel to or from a selection process on his day(s) of rest, the employee will immediately advise his supervisor who will either:
 - (i) subject to operational requirements, reschedule the employee's day(s) of rest; or
 - (ii) without unduly delaying the selection process, endeavour to have the employee's participation time and/or date rescheduled.

ARTICLE 29

LEAVE FOR ASSOCIATION BUSINESS

29.01 Elected Full-Time Officials

- (a) An employee 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 for the period during which he is elected to hold office. Where an employee ceases to hold such office he shall be entitled to return to his former position in his former post office.

When his former position is reclassified upwards, and he is considered qualified, he shall be appointed to the higher level effective the date of the reclassification of the position.

When his former position is reclassified downwards the provisions of Clause 35.10 shall apply.

Such employee will not be subject to discipline by the Corporation under this Agreement for activities related to his duties on behalf of the Association, during the period of such leave.

- (b) Notwithstanding Clause 11.05(b), such an elected official may apply for a transfer and shall be deemed to have been working at his post office at the time of the application. If successful in obtaining the transfer, that office shall become his post office.

29.02 Leave

Operational requirements permitting, an employee who seeks permission shall be granted leave in accordance with the following:

(a) Delegate to a National Convention

For purposes of attending as a delegate to a National convention, leave without pay, provided that:

- (i) application for leave for this purpose is made at least fourteen (14) calendar days before the leave is to commence;
- (ii) in the event an elected alternate is required to replace an elected delegate, application for such leave will be made as soon as possible;
- (iii) the leave is for the period of the convention plus travelling time required to and from the convention location.

(b) Conciliation Board Hearings

- (i) Where operational requirements permit, the Corporation will grant leave with pay to a reasonable number of employees representing the Association before a Conciliation Board.
- (ii) Employee called as a witness

The Corporation will grant leave with pay to an employee called as a witness by a Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a

witness by the Association.

(c) **Arbitration**

Leave with pay for the period of the arbitration hearing for:

- (i) an employee who is a party,
- (ii) an employee who acts as a representative called by an employee who is a party,
- (iii) an employee called as a witness by an employee who is a party.

(d) **Contract Negotiations**

For the purpose of attending contract negotiations on behalf of the Association, leave without pay.

(e) **Preparatory Contract Negotiations**

To a reasonable number of employees to attend preparatory contract negotiations, leave without pay.

(f) **Representatives Training Courses**

To authorized representatives of the Association to undertake training related to the duties of a representative, leave without pay.

(g) **National Board and Branch Board Meetings**

To a reasonable number of employees to attend National Board and Branch Board meetings, leave without pay.

(h) **Branch Conferences**

To a reasonable number of employees to attend Branch Conferences, leave without pay.

29.03 Requests for leave for the reasons stated in 29.02 will not be unreasonably denied.

29.04

- * (a) Employees in the bargaining unit who are elected or appointed to serve on National Association Committees will be kept on the Corporation's payroll and the Association will fully reimburse the Corporation within **fifteen (15) working** days after billing.
- * (b) Employees in the bargaining unit who are elected to Branch Officer positions who are on Association leave without pay in accordance with this Article will be kept on the Corporation's payroll and the Association will fully reimburse the Corporation within **fifteen (15) working** days after billing.
- * (c) Requests for payment that include employees covered by paragraphs 29.04 (a) and (b) who are not entitled to pay for ten (10) days or more in a given month will include the value of the benefits of those employees. It is understood that the "benefits" referred to above include the accumulation of **vacation** leave credits and sick leave credits, **personal days and short term disability benefits**.
- (d) **If amounts requested under clause 29.04 are not disputed by the Association and are not paid within fifteen (15) working days after billing, the Corporation shall deduct such amounts from a subsequent dues remittance as provided in clause 3.07.**

If the Association disputes the amounts claimed, it shall provide the Corporation with written details of the alleged error within the fifteen (15) working day period stipulated in this clause and the parties shall meet without delay in an effort to resolve the dispute.

29.05 Except for 29.02, and where conditions are warranted, the Corporation agrees that on receipt of reasonable advance notice to the appropriate official leave without pay for work on behalf of the Association shall not unreasonably be denied provided that the processing of mail or provision of service to customers is not significantly impeded.

29.06 Representatives of the Association will be entitled to access non public areas of a post office provided they notify the appropriate representative of the Corporation with at least twenty-four (24) hours notice (except for alleged unsafe work conditions) and state the time, date and purpose of the visit. Permission may be denied on the basis of operational requirements or of service to customers.

ARTICLE 30

LEAVE WITHOUT PAY

- 30.01** The Corporation may grant leave without pay for any purpose. Such leave will not be unreasonably withheld.

ARTICLE 31

LEAVE GENERAL

- 31.01** Where an employee has been granted leave with pay for any reason, such leave shall apply only to scheduled working days, and the employee shall be paid for only the number of hours he would normally have been scheduled to work in accordance with Clauses 35.08, 35.09 and/or Appendix "A".
- 31.02** The amount of sick leave with pay and, where applicable, the amount of vacation 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.
- 31.03** Where an employee has been granted leave of absence with or without pay, the Corporation will make direct payment to the person replacing the employee.
- 31.04** Employees may not be unduly absent from the postal premises without authorized leave.
- 31.05** When a Part-time Assistant who has been required to assume **all or part of** another schedule on a temporary basis for more than twenty (20) consecutive scheduled working days proceeds on paid leave while working on that temporary schedule, he shall be paid for such a leave as if the temporary schedule was his own, but only until the incumbent returns to the schedule or until the assignment ceases to exist.

ARTICLE 32

SICK LEAVE

32.01 Accumulation of Credits - Full Time Employees

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he is entitled to receive pay for at least ten (10) days.

32.02 Accumulation of Credits - All Other Employees

- (a) An employee shall accumulate sick leave credits at the rate of five (5) hours per month for each month in which he is entitled to receive pay for at least forty (40) regularly scheduled hours of work or provision of postal service. Moreover, he shall accumulate an additional hour of sick leave credit for each additional monthly twenty (20) regularly scheduled hours of work or provision of postal service, paid in excess of the first forty (40) regularly scheduled hours of work or provision of postal service, but such total credit shall not exceed ten (10) hours per month.
- (b) The regularly scheduled hours of a Part-time employee referred to in paragraph (a) can be the employee's own hours and/or the regularly scheduled hours of another employee if he assumes that other employee's regularly scheduled hours in whole or in part. Sick leave credits are not earned in respect of extra hours worked beyond the regularly scheduled hours of an office, or overtime hours paid.
- (c) An employee who is on vacation leave shall continue to earn sick leave credits in accordance with the above.

32.03 Eligibility - All Employees

An employee is eligible for sick leave with pay when he is unable to perform his duties or any available work because of illness or injury provided that:

- (a) he satisfies the Corporation of his condition in such manner and at such time as may be determined by the Corporation,

and

- (b) he has the necessary sick leave credits.

32.04 Prescheduled Medical Appointment

An employee is eligible for sick leave with pay when he is absent because of a prescheduled medical appointment requested by his doctor for the application of a medical procedure during that appointment provided that:

(a) the employee cannot reasonably schedule the appointment to avoid taking time off work

and

(b) he has the necessary sick leave credits.

32.05 Credit Deduction

Where an employee qualifies for sick leave in accordance with 32.03 or 32.04 above, leave shall be deducted from accumulated credits for each hour of absence.

32.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 32.03, sick leave with pay may, at the discretion of the Corporation, be granted for a period of up to twenty (20) days for full-time employees subject to the deduction of such advanced leave from any sick leave credits subsequently earned. The amount that part-time employees may borrow will be calculated at four (4) times the employees' regular scheduled hours per week.

32.07

(a) This Clause does not apply to Postmasters in a Group post office in non Corporation owned/leased premises.

(b) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 32.03, sick leave with pay may, at the discretion of the Corporation, be granted for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave. When 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.

32.08 When the employment of an employee who has been granted more sick leave with pay than has been earned, is terminated by death, the employee is considered to have earned the amount of such leave.

32.09 Unless otherwise informed by the Corporation, a statement signed by the employee stating that because of his illness or injury he was unable to perform his duties or any available work shall, when delivered to the Corporation, be considered as meeting the requirements of Clause 32.03(a):

(a) if the period of leave requested does not exceed five (5) days,

and

(b) if in the current fiscal year, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by him.

32.10 **Leave of Absence Without Pay**

When an employee is unable to perform his duties or any 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. The total period of such sick leave whether paid or unpaid shall not exceed three (3) years.

Effective January 1, 2011, when an employee is unable to perform his duties or any available work due to illness or injury and has exhausted his Personal Days and short term disability benefits, the Corporation, at its discretion, may grant leave of absence without pay. The total period of all leave due to illness or injury shall not exceed three (3) years.

32.11 Nature of Illness

An employee shall not be required to describe the nature of his illness on the sick leave form.

32.12 Quarantine

An employee is entitled to be paid for time lost due to quarantine where he is unable to work as certified by a qualified medical practitioner. Such leave is to be granted without charge to leave credits.

32.13 No employee shall be granted sick leave during a period in which he is on leave of absence without pay or under suspension.

32.14 **Effective January 1, 2011, Clauses 32.01 to 32.09, 32.11 and 32.13 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 "O".**

ARTICLE 33

INJURY-ON-DUTY LEAVE

33.01

(a) This Article does not apply to Postmasters in a group office in non Corporation owned/leased premises.

(b) An employee shall be granted injury-on-duty leave with pay for such period as may be determined by a Provincial Workers' Compensation Board that he is unable to perform his duties or any available work because of:

(i) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct,
or

(ii) sickness resulting from the nature of his employment,
or

(iii) over-exposure to radioactivity 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, sickness or exposure.

ARTICLE 34

INSURANCE PLANS

34.01 Extended Health Care Plan (EHCP)

- (a) The Corporation agrees that the Extended Health Care Plan (EHCP) as amended from time to time, shall remain in effect during the term of this Agreement.
- *(b) The Corporation's contribution to the Medical portion of the EHCP shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).
- (c) The EHCP co-insurance shall be:
 - ***(i) For prescription drug** expenses, eighty percent (80%) employer and twenty percent (20%) employee **as per the terms and conditions of the Controlled Drug Plan;**
 - ***(ii). For all other** expenses eighty percent (80%) employer and twenty percent (20%) employee.
- (d)
 - ***(i) Employees** covered by the EHCP will not be subject to an annual deductible.
 - ***(ii) For those employees who retired during** the period of May 1, 2003 to December 31, 2006, **there will be an annual deductible of fifty dollars (\$50.00) for each covered person to a maximum of eighty dollars (\$80.00) for family coverage.**
- (e) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the EHCP.

34.02 Disability Insurance Plan

- (a) The parties agree that the Disability Insurance Plan, in force on date of signing of the collective agreement, shall be available to all employees subject to eligibility requirements.
- (b) The parties agree that the premium payable by the part-time employees will not be higher than the premium payable by full-time employees.

34.03 Dental Plan – Vision/Hearing Care Plans

- (a) Clause 34.03 shall apply only to employees whose regularly scheduled hours of work equal or exceed fifteen (15) hours per week and to all postmasters, provided that they are in CPAA classification level 2 and above.
- (b) Notwithstanding Clause 34.03 (a), those employees in classification level 1 who as of March 31, 1997, were entitled to the dental plan shall continue to be so entitled for as long as they are incumbent in the position.
- (c) The Dental Plan and the Vision/Hearing Care plan shall form part of this Collective Agreement. Both plans shall stipulate that employees to whom Clause 34.03 apply, are entitled to “family” coverage. Unless otherwise agreed to by the parties, the costs of the Vision/Hearing Care Plan shall be borne solely by the Corporation. The Corporation’s contribution to the Dental Plan shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).

- * (d) The applicable coverage shall commence,
 - (i) in the case of the Vision/Hearing Care Plan, on the first day that the employee is appointed to the eligible position and
 - (ii) in the case of the Dental Plan, **effective on the first day of the month following the completion of six (6) months service as an eligible employee.**

- * (e) The following Dental Fee guide shall apply:
 - (i) effective thirty (30) days from the date of delivery of the notice of ratification of this Collective Agreement, the 2009 Dental Fee guide,

- * (ii) effective January 1, 20011, the 2010 Dental Fee guide,
 - * (iii) effective January 1, 20012, the 2011 Dental Fee guide,
 - * (iv) effective January 1, 20013, the 2012 Dental Fee guide, **and**
 - (v) **Effective January 1, 2014, the 2013 Dental Fee guide.**
- * (f) The covered expenses under the vision benefits shall be a maximum of **three hundred dollars (\$300)** for each **four (4) year** period. This is in addition to the coverage available under the EHCP, if applicable.
- * (g) The covered expenses under the hearing benefits shall be a maximum of **seven hundred fifty dollars (\$750)** for each sixty (60) month period. This is in addition to the coverage available under the EHCP, if applicable.

34.04 Provincial Medical Insurance Plan Premium

The Corporation agrees to contribute to the Provincial Medical Insurance Plan Premium in premium paying provinces at the rate of seventy percent (70%) of the provincial medical premium, for those provinces which levied a premium on or before June 30, 2004.

34.05 Post-Retirement Health Care Benefits

- * (a) For purposes of this Article, a retiree is an **indeterminate** employee who has retired from the Corporation and who is in receipt of a reduced or unreduced pension under the pension plan, or its predecessor.
- * (b) 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 these benefits within sixty (60) calendar days of the retirement or the date on which he starts to receive a deferred pension.

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

- * (c) The retiree with less than **fifteen (15)** years of continuous employment who is totally disabled and in receipt of a disability pension pursuant to the pension plan shall also be covered by the EHCP if an application is made as provided for in (b) above.

- (d) Notwithstanding (b) and (c) above, an employee whose employment is terminated shall not be entitled to EHCP if he defers pension entitlements for more than five (5) years.
- (e) 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.
- (f) Subject to (g) below **or unless otherwise specified**, retirees covered by the EHCP pursuant to this Article are entitled to the same EHCP as active employees, including the level of benefits, deductibles and co-insurance.
- (g)
 - (i) The Corporation's contribution to the "Medical" portion of EHCP (this excludes the Optional Expenses Benefit) shall be eighty percent (80%) and the contribution of the retiree shall be twenty percent (20%).
 - (ii) Effective January 1, 2007, the Corporation's contribution to the "Medical" portion of EHCP (this excludes the Optional Expenses Benefit) shall be seventy-five percent (75%) and the contribution of the retiree shall be twenty-five percent (25%).
- (h) Employees who have retired before May 1, 2003, will be subject to the existing terms and conditions for post retirement benefits in effect on April 30, 2003.

ARTICLE 35

APPLICATION OF RATES OF PAY

35.01 Terms and Conditions

Except as provided in this Agreement, the terms and conditions governing the application of pay to employees are not affected.

35.02 Applicable Rates

An employee shall be paid in accordance with Appendix "A".

35.03 Premium Rates of Pay

Under no circumstances will premium rates of pay be pyramided.

35.04 Pay Increments

- (a) Except as otherwise provided, an employee shall, where applicable, be granted pay increments until such time as he reaches the maximum rate in the scale of rates applicable to the classification level to which he has been appointed.
- (b) The pay increment shall be to the rate in the scale of rates applicable to the classification level to which he has been appointed that is next higher than the rate the employee is then being paid.
- (c) The pay increment date for an employee shall be the first (1st) Monday of the first full pay period following the anniversary date of the appointment to their current classification level.
- (d) Except as otherwise provided, Part-Time Assistants will be entitled to pay increments every twelve (12) months. Part-Time Assistants will be entitled to move to the next increment within their level of the then applicable scale of rates on the first (1st) Monday of the first full pay period immediately following the completion of twelve (12) months of continuous employment.
- (e) The pay increment date of an employee who reverts voluntarily to a lower paying position shall not change, unless he receives as a result of the voluntary reversion, an increase in pay equivalent to at least one-half ($\frac{1}{2}$) of the minimum increment in the scale of rates to which he reverts voluntarily. In the latter event, the pay increment date shall thereafter be the first (1st) Monday of the first full pay period immediately following the anniversary date of such voluntary reversion to a lower paying position.
- (f) Where an employee is promoted or transferred on the day on which a pay increment would otherwise have become due to him in the position from which he is promoted or transferred, his rate of pay in that position on the day immediately prior to his appointment shall be deemed to have been the rate of pay that he would have received if the pay increment had become due to him on that date.

35.05 Leave of Absence

- (a) Clause 35.04 shall not apply to an employee who during the pay increment period has been on leave without pay for a period in excess

of two (2) consecutive months for purposes other than election to a full-time Association or municipal office, education, or to serve for a period of not more than three (3) years in the Canadian regular forces or active service forces.

- (b) An employee to whom Clause 35.05(a) applies shall be entitled to a pay increment on the first (1st) Monday of the first full pay period immediately following the date on which he will have performed his duties for a period of twelve (12) months, calculated from the commencement of the pay increment period.

35.06 Promotion

Where an employee is promoted, he shall be paid at the rate of pay nearest the rate of pay he was receiving immediately prior to the promotion that gives him an increase in pay that is not less than the smallest pay increment applicable to the classification level to which he is appointed or, if there is no such rate, at the maximum rate of pay applicable to the classification level to which he is appointed.

35.07 Cost of Living Allowance (C.O.L.A.)

- *(a) Effective January 1, **2010**, the cost-of-living allowance based on the Consumer Price Index, Canada, all items (**1992=100**) shall be paid once in every period as defined below to employees in accordance with the following:

- (i) The periods referred to in Clause 35.07(a) are as follows:

January 1, 2010	to	March 31, 2010
April 1, 2010	to	June 30, 2010
July 1, 2010	to	September 30, 2010
October 1, 2010	to	December 31, 2010
January 1, 2011	to	March 31, 2011
April 1, 2011	to	June 30, 2011
July 1, 2011	to	September 30, 2011
October 1, 2011	to	December 31, 2011
January 1, 2012	to	March 31, 2012
April 1, 2012	to	June 30, 2012

July 1, 2012	to	September 30, 2012
October 1, 2012	to	December 31, 2012
January 1, 2013	to	March 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
April 1, 2014	to	June 30, 2014
July 1, 2014	to	September 30, 2014
October 1, 2014	to	December 31, 2014

(ii) 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 in the Consumer Price Index.

*(iii) The allowance will be evaluated on a yearly basis. The first payment for the period January 1, 2010 to December 31, 2010 shall become effective when the C.P.I. reaches that index number which is the index published for December 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 December 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 (ii) above.

The first payment for the period January 1, 2011 to December 31, 2011 shall become effective when the C.P.I. reaches that index number which is the index published for December 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 December 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 (ii) above.

The first payment for the period January 1, 2012 to December 31,

2012 shall become effective when the C.P.I. reaches that index number which is the index published for December 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 December 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 (ii) above.

The first payment for the period January 1, 2013 to December 31, 2013 shall become effective when the C.P.I. reaches that index number which is the index published for December 20 12 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 December 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 (ii) above.

The first payment for the period January 1, 2014 to December 31, 2014 shall become effective when the C.P.I. reaches that index number which is the index published for December 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 December 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 (ii) above.

- * (iv) For the remaining payments, the Index published at the end of a period will be compared with the Index published at the end of the previous period and paid in accordance with (ii) above. The final payment will be made for the period up to and including December 31, 2014.
- (v) All payments shall be made out as a lump sum and paid in arrears as set out in Sub-Clause (ii) above. Any allowance paid shall not be incorporated in the basic wage rates and shall not affect any premium rates or any contributions or benefits under the Canada Post Corporation Pension Plan, but shall be included

in computing pay for statutory holidays and paid leave.

- (vi) If there is a decrease in the Index at the end of a given period, to an Index point level that is less than the Index point level that gave rise in the previous period to an Allowance, the Allowance shall be adjusted downward by one (1) cent for each full zero point zero eight (0.08) of a point decrease.
- (vii) 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.
- (viii) In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the Allowance, such change will be the subject of discussion by the parties prior to amending the above terms of reference.

35.08 Pay Formula (Survey/Available Hours)

- (a) Postmasters in Group Post Offices in non Corporation owned/leased premises shall be compensated on the basis of "Work Survey Hours" and "Available Hours" as defined in Clause 20.01 (a).
- (b) Weekly compensation for these employees shall be determined by applying the hourly rate in accordance with the following formula:

$$\begin{array}{ccccccc} \text{Work} & & & & \text{Avai-} & & \\ \text{Survey} & \times & \text{Hourly} & + & \text{lable} & \times & \text{Hourly} \\ \text{Hours} & & \text{Rate} & & \text{Hours} & & \text{Rate} \\ & & & & \hline & & & & & & 3 \end{array}$$

- (c) "Hourly Rate" means the rate as specified in Appendix "A".

35.09 A postmaster in a group office in Corporation owned/leased premises shall, for services rendered, be compensated at the hourly rate of pay for all hours he is required by the Corporation to provide postal service.

35.10 Salary Protection

- (a) The incumbent of a position reclassified to a lower level having a lower maximum rate ("downgraded") shall be deemed to have retained his existing rate of pay (the "holding rate"), and classification level for a period of two (2) years. The holding rate shall be adjusted for a period

of two (2) years in accordance with annual increments and economic increases in accordance with the provisions of the Agreement. At the end of the two (2) year period, the employee will be paid at the rate in the lower classification level that is nearest to but not lower than his current rate of pay, and the position shall be downgraded to the lower level. If no such rate exists, the employee will continue to be paid at the holding rate until such time as the maximum rate of pay of the lower classification level is equal to or greater than his holding rate of pay.

- (b) Prior to the downgrading of a position, the Corporation shall notify the incumbent and the Association in writing.
- (c) Employees who have attained the age of sixty (60) at the time of a downgrading of their position shall have their pay continued as though their position had not been downgraded.
- (d) Employees who at the time of the signing of this Agreement were in receipt of entitlements provided under Appendix "B" of the collective agreement which expired December 31, 2001, shall continue to receive such entitlements in accordance with the provisions of that Appendix.
- (e) During the two (2) year period specified in Clause 35.10(a), the Corporation shall make every reasonable effort to transfer an employee whose position has been downgraded to a position classified at a level equal to his prior classification, where such transfer is lawful. Such an employee has an obligation, in turn, to seek a transfer or promotion.
- (f) Employees who are offered and decline, without good and sufficient reason, a position at the classification level which they held before they were downgraded, shall lose all benefits of this Clause and shall be paid at the rate in the lower classification level that is nearest to but not lower than his current rate of pay. If no such rate exists, the employee will continue to be paid at the holding rate until such time as the maximum rate of pay of the lower classification level is equal to or greater than his holding rate of pay.

35.11 Recovery of Overpayments

When an employee has been overpaid for two (2) or more consecutive pay periods, through no fault of his own and the overpayment is in excess of fifty dollars (\$50.00), the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. If the employee advises his local management that the stated recovery action will create a hardship, recovery will not exceed ten

percent (10%) of the employee's pay each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.

ARTICLE 36

OVERTIME

36.01 For the purpose of this Clause, overtime shall be defined as additional hours worked in excess of eight (8) hours per day or forty (40) hours per week, as follows:

(a) hours to be worked in extraordinary circumstances or on specific instructions by the Corporation

or

(b) hours required by the Corporation by reason of participation in a course of instruction or attendance at a meeting, upon the specific instructions of the General Manager or his representative

or

(c) for full time employees, hours worked beyond the spread of ten (10) hours.

36.02 Overtime shall be paid at the rate of time and one half, calculated to the nearest completed fifteen (15) minute period, and shall be accompanied by an itemized statement.

36.03 Opportunities for overtime work will be allocated as equitably as possible to readily available and qualified employees in the Post Office in which they perform their normal hours of work.

36.04 Where there is an emergency operational requirement to work overtime and the designated approval officer(s) is/are not available, Postmasters may authorize Senior Assistants and Assistants to work overtime. In such a situation, the Postmaster must report the situation to the designated approval officer(s) at the earliest opportunity.

36.05 Compensatory Leave

- (a) Subject to operational requirements and when requested by the employee prior to performing the work, overtime may be compensated in compensatory leave with pay. The amount of compensatory leave shall be equal to the number of overtime hours worked multiplied by the applicable rate set out in Article 36 or Article 37 (time and a half or double time). It shall be paid at the regular rate of pay. Compensatory leave with pay not used by the end of the vacation year in which it was earned, shall be paid out at the rate in effect on March 31st.
- (b) Compensatory time off 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 time off. This does not preclude the granting of such leave within the five (5) days notice subject to operational requirements.

ARTICLE 37

WORK ON A DAY OF REST

FULL-TIME EMPLOYEES (Grade Offices)

- 37.01** When an employee is required by the Corporation to work on his day(s) of rest, he shall be paid double time for all such hours worked, but in any case, he shall be paid at the said overtime rate for a minimum of three (3) hours, subject to his willingness to perform any work available.

ARTICLE 38

CALL BACK PAY

- 38.01** This Article does not apply to Postmasters in a group office in non Corporation owned/leased premises where the office is housed in an employee's domicile or on the same property as the employee's domicile.

38.02

- (a) When an employee is called back to work, except as defined in Article 46, on a regular work day after having completed his scheduled shift for that day, and having left the Corporation's premises, he shall be guaranteed a minimum of three (3) hours work, or pay in lieu of work, at his regular straight-time hourly rate of pay, subject to his willingness to perform any work available.

- (b) Notwithstanding Clause 38.02(a), when an employee is called back to work, except as defined in Article 46, on a regular work day after having worked a shift of eight (8) hours for that day, and having left the Corporation's premises, he shall be guaranteed a minimum of three (3) hours work, or pay in lieu of work at time and one-half, subject to his willingness to perform any work available.

ARTICLE 39

***SHIFT AND WEEKEND PREMIUMS**

***39.01 Shift Premium**

- *(a) Employees shall receive **one dollar and fifteen cents (\$1.15)** per hour additional compensation for working during the hours stipulated in Clause 39.02(b).

- (b) The shift premium shall be payable in respect of all hours worked between the hours of 5:00 p.m. and 7:00 a.m., except that no shift premium shall be payable on shifts which start and finish between 6:00 a.m. and 8:00 p.m.

****39.02 Weekend Premium**

- *(a) Employees shall receive an additional premium of one dollar and **forty cents (\$1.40)** per hour for work on a Saturday or Sunday as stipulated in (b) below.

- (b) Weekend premium shall be payable in respect of all regularly scheduled

hours at straight-time rates worked on Saturday or Sunday.

ARTICLE 40

ACTING PAY / REPLACEMENT PAY

40.01 For the purposes of Article 40, acting pay shall only be payable when an employee is acting in a Postmaster or Senior Assistant position, and it shall be paid in accordance with Clauses 11.08 and 35.06.

40.02 FULL-TIME EMPLOYEES

- (a) When an Assistant temporarily substitutes in or performs the duties of a **Senior Assistant or Postmaster** for at least one (1) full eight (8) hour shift, the employee shall be paid acting pay from the first (1st) full eight (8) hour shift.
- (b) When a Senior Assistant temporarily substitutes in or performs the duties of the Postmaster who may not be present in the office from time to time during the day or who is on rotation day off or on leave or is otherwise away from the post office, the Senior Assistant will not be paid acting pay unless the acting period exceeds twenty (20) days as provided for in Clause 40.04. The differential paid to the Senior Assistant is paid in recognition of this additional responsibility and is paid in lieu of acting pay for acting assignments up to twenty (20) days in duration.
- (c) In order that unnecessary payment of acting pay to other employees will be avoided, operating managers will ensure that the weekly schedule of the Senior Assistant in relation to that of the Postmaster is such that the Senior Assistant is able to carry out the responsibility referred to in Clause 40.02(b).
- ** (d)** When a Postmaster temporarily substitutes in or performs the duties of a higher classification level position for at least one (1) full eight (8) hour shift, the Postmaster shall be paid acting pay from the first (1st) full eight (8) hour shift.
- ** (e)** When a Senior Assistant temporarily substitutes in or performs the duties of a Postmaster's position in another office for at least one (1) full

eight (8) hour shift, the employee shall be paid acting pay from the first full eight (8) hour shift.

40.03 For the purpose of Clause 40.02, a designated paid holiday occurring within the acting period shall be considered as a shift worked for the purpose of payment of acting pay.

40.04 Where an employee is required to perform the duties of a position at a higher classification level within the bargaining unit for a period of more than twenty (20) consecutive full eight (8) hour shifts, he shall receive acting pay and benefits for the acting period in excess of twenty (20) consecutive full shifts as if he had been promoted to the higher classification level.

40.05 **ALL OTHER EMPLOYEES**

* When an employee temporarily substitutes in or performs the duties of a **Senior Assistant or Postmaster** for at least one (1) full eight (8) hour shift, the employee shall be paid acting pay from the first (1st) full eight (8) hour shift.

40.06 For the purpose of Clause 40.05, a designated paid holiday occurring within the acting period shall be considered as a shift worked for the purpose of payment of acting pay.

40.07 Where an employee is required to perform the duties of a position at a higher classification level within the bargaining unit for a period of more than twenty (20) consecutive full shifts, he shall receive acting pay and benefits for the acting period in excess of twenty (20) consecutive full shifts as if he had been promoted to the higher classification level.

40.08 **Replacement Pay**

If an employee replaces an employee who is in a higher classification but does not qualify for acting pay under this Article, then that employee shall be paid in accordance with the scale applicable to the higher classification. Subject to Clause 35.08, the employee shall not be paid at an increment that is lower than his current rate.

ARTICLE 41

RELOCATION AND TRAVEL

41.01 Relocation and Travel

- (a) This Article does not apply to employees regularly scheduled to work less than fifteen (15) hours per week.
- (b) The benefit levels of the Corporate Relocation and Travel Policies in force on date of signing of the collective agreement will apply to eligible employees in the bargaining unit for the life of the collective agreement, unless amended by agreement of the parties.

ARTICLE 42

ANNUAL SENIOR ASSISTANT ALLOWANCE

42.01

- (a) For those Postmasters and Senior Assistants that were entitled to be paid the Annual Administrative Allowance in Article 42 of the collective agreement that expired on December 31, 2005, and who are entitled to the payment in May 2006, shall continue to be entitled to this allowance until June 30, 2006.

The effective rates are as follows:

- (i) Postmaster – \$411.00
- (ii) Senior Assistant – \$146.00

- (b) The allowance referred to in Clause 42.01(a) shall be paid on or before November 1, 2006.
- (c) For those Senior Assistants that were entitled to be paid the Annual Administrative Allowance in Article 42 of the collective agreement that expired on December 31, 2005, who are entitled to the payment in May 2006, and who are not entitled to the new Senior Assistant Allowance listed in Clause 42.02 of this collective agreement, they will continue to be paid the amount of \$291.00 per year. Should they become entitled to be paid the new Annual Senior Assistant Allowance as per Clause 42.02(a) of this collective agreement, they will no longer be entitled to be paid the Annual Administrative Allowance in Article 42 of the collective agreement that expired on December 31, 2005.
- (d) The allowance referred to in Clause 42.01(c) shall be paid on or before May 1 each year for the previous year. This allowance will continue to be paid until the employee is no longer the incumbent of this Senior Assistant position as identified in Clause 42.01(c).
- (e) For those Postmasters that were entitled to be paid the Annual Administrative Allowance in Article 42 of the collective agreement that expired on December 31, 2005, who are entitled to the payment in May 2006, and who are not part of classification 6A, they will continue to be paid the amount of \$822.00 per year. Should their position be reclassified to classification 6A of this collective agreement, they will no longer be entitled to be paid the Annual Administrative Allowance in Article 42 of the collective agreement that expired on December 31, 2005.
- (f) The allowance referred to in Clause 42.01(e) shall be paid on or before May 1 each year for the previous year. This allowance will continue to be paid until the employee is no longer the incumbent of this Postmaster position as identified in Clause 42.01(e).

42.02

- (a) As a result of the amendment to the Job Evaluation Plan as per Appendix "N", and in recognition of the additional administrative complexities required in certain offices, the Corporation agrees that existing Senior Assistant positions in offices where the Postmaster position is classified at Level 6A in a Grade 6 post office, will be entitled to the Annual Senior Assistant Allowance as follows:

* (i) **January 1 to December 31, 2010 – \$343.00**

- * (ii) January 1 to December 31, 2011 – **\$350.00**
- * (iii) January 1 to December 31, 2012 – **\$357.00**
- iv) January 1 to December 31, 2013 – **\$364.00**
- * (v) **January 1 to December 31, 2014** – **\$371.00**

* (b) The allowance referred to in Clause 42.02(a)(i) shall take effect on **January 1, 2010**, and shall be paid on or before May 1, 2011. The annual allowances set out in 42.02(a)(ii), (iii), (iv) **and (v)** shall be paid on or before May of the year following the allowance period.

ARTICLE 43

LEASING ALLOWANCE

43.01

- (a) Postmasters who provide the premises for the post office shall receive the leasing allowance set out in Appendix "I".
- (b) Where the Corporation or the Association believes that exceptional circumstances require that the leasing allowance for a particular post office be increased, the matter shall be the subject of national consultation.

ARTICLE 44

BILINGUAL BONUS

44.01 The Corporation will continue its present practice with regard to the payment of bilingual bonus to employees in the Canadian Postmasters' and Assistants' Association bargaining unit.

44.02 For greater clarity it is understood that the bilingual bonus will continue to be paid during the term of the collective agreement. Furthermore, the amount of payment and the conditions for such payment shall be the same as those existing immediately prior to the signing of the collective agreement.

ARTICLE 45

FIELD SUPPORT DUTIES

Field Support Duties are set out in the Guidelines contained in Appendix "J".

- 45.01** Employees who agree to perform Field Support Duties shall be paid an allowance as specified in Clause 45.04.
- 45.02** The allowance referred to in 45.01 shall be paid bi-weekly.
- 45.03** An employee performing Field Support Duties will not recommend or take disciplinary action against members of the bargaining unit.
- 45.04** The field support duties allowance will be of one dollar and fifty (\$1.50) per hour, up to a daily maximum of ten dollars (\$10.00).
- 45.05** Field Support Duties means any duties performed by an employee which are not part of the normal administration of his office. However, they shall not include duties which involve supervisory decision making in respect of post offices other than their own or employees in those offices.

ARTICLE 46

PAY FOR LOCKING LOBBY DOORS

- 46.01** Except where a Post Office is housed in an employee's domicile or on the same property as the employee's domicile, an employee who is required by the Corporation to return to the Post Office for the purpose of locking and making secure the lock-box lobby, shall receive one (1) hour's pay at his straight-time hourly rate of pay for each occasion.

ARTICLE 47

ISOLATED POST

47.01

- (a) This Article does not apply to Postmasters in a group office in non Corporation owned/leased premises.
- (b) An employee working thirteen and one third (13 1/3) hours or more per week in an office appearing in Part one of Appendix "D" shall be entitled to isolated post allowance as per the Canada Post Corporation Isolated Post Program, as amended from time to time.
- (c) An employee who works thirteen and one third (13 1/3) hours or more per week at an office appearing in Part two of Appendix "D" and has done so since August 4, 1994, shall be entitled to the Allowances in the Canada Post Corporation Isolated Post Program, as amended from time to time. When proceeding on isolated post travel for purposes of vacation or sick leave, the employee shall be entitled to travel leave (leave of absence with regular pay) of three (3) days or actual travel time, whichever is the lesser, for purposes of travel from his post to a point of departure and to return from a point of departure to his post. 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 in consideration of the circumstances. The granting of such additional time shall not be unreasonably withheld. This entitlement shall be maintained only for as long as the employee remains employed in his present office, or any offices appearing in Part two in Appendix "D".

As of January 1, 2011, clause 47.01 (c) shall be amended to replace the reference to "sick leave" with "Personal Days for medical purposes".

- 47.02** Employees receiving isolated post allowance on October 4, 1994, but in locations not listed in Appendix "D" shall continue to receive isolated post allowance for as long as they maintain their employment with the Corporation in their present office or any offices appearing in Appendix "D".

- 47.03** The benefit levels of the Canada Post Corporation Isolated Post Program, in force on the date of signing of this collective agreement, will apply to eligible employees in the bargaining unit and shall be continued until they are amended by agreement of the parties.

ARTICLE 48

CONVERSION OF POST OFFICES

- 48.01** There shall be no conversion of a Post Office from group to grade or from grade to group unless there has been a re-evaluation of the Postmaster position in the office to a higher or lower classification level in accordance with Article 59.
- 48.02** If the Postmaster position in the Office is re-evaluated below Level 3, the Office shall be classified as a group Office.
- 48.03** If the Postmaster position in the Office is re-evaluated above Level 3, the Office shall be classified as a grade Office.
- 48.04** Where the allocated hours of the Post Office exceed forty (40) hours per week that Office may not be downgraded from a grade Office to a group Office.
- 48.05** When a Postmaster position in an Office has been re-evaluated to a Level 3, the Job Evaluation Committee shall make a recommendation to the appropriate local representative of the Corporation and of the Association as to whether to convert the Office from a group to a grade Office, or from an grade to a group Office, as the case may be.
- 48.06** Before making any decision on the conversion or not of the Office, the Corporation shall consult with the local authorized Association Representative and discuss the recommendation of the Job Evaluation Committee, if any.
- 48.07** If, following the consultation provided for in Clause 48.06, the local representative of either the Corporation or the Association believes that circumstances are such that he disagrees with the recommendation of the Job Evaluation Committee, he may make representations to the Regional General Manager, Operations. After hearing representations from both the Association and the Corporation, the Regional General

Manager, Operations, will make a final decision which shall be binding.

48.08 In applying the provisions of this Article, the recommendation of the Job Evaluation Committee should usually be followed.

48.09

- (a) If, following the consultation provided for in Clause 48.06 the Corporation determines that the Post Office shall be converted from group to grade or from grade to group, it shall consult with the Association in accordance with Article 12 and any other applicable Articles to discuss items such as the number of hours required to operate the Post Office or any other data such as insurance plans, leave credits, uniforms, leasing allowance.
- (b) In the application of this Clause, it is understood that Postmaster positions in grade Post Offices are full-time positions.

48.10 Group to Grade

- (a) When a post office is converted from a group to a grade status, the Postmaster working in this office must devote full time to postal duties.
- (b) If the Postmaster is receiving a leasing allowance at the time of the conversion of the office, the allowance will be paid to him until such time as the Corporation provides Corporation owned/leased premises.
- (c) When a post office is converted from a group to a grade status the Corporation agrees to consult locally with the authorized Association representative in order to determine if the hours of service should be set at a similar level to Grade offices in the surrounding area. At least twenty (20) days prior to the consultation, the Corporation shall forward to the Branch President the Corporation's position in this matter.

48.11 Grade to Group

- *(a) When a Post Office is converted from a grade to a group status, the Postmaster working in this office will retain and be permitted to use his accumulated sick leave credits as if he had retained grade status **subject to clause 32.14.**
- (b) When a Post Office is converted from a grade to a group status, the Postmaster working in this office may elect either:

(i) to receive full payment as a Grade Postmaster for all vacation leave accumulated as of the date of the downgrading of the Office;

or

(ii) to use such accumulated vacation leave credits during the twelve (12) month period immediately following the effective date of the downgrading, as if he had retained grade status, until such credits are exhausted.

48.12 With respect to employees on strength on the date of signing of this Collective Agreement, where a Grade Postmaster located in a Corporation-owned/leased premise has been re-evaluated to a Postmaster in a group Office, and he has not been transferred in accordance with Clause 35.10(e), and the Corporation would otherwise require the employee to provide suitable premises, the employee may opt to have the provisions of Article 13 applied to him.

ARTICLE 49

TEMPORARY EMPLOYEES

49.01 Principle

The Corporation agrees to minimize the appointment of temporary employees to the bargaining unit.

49.02 Entitlements

Temporary employees are entitled to all the provisions of the Collective Agreement, except as follows:

Article 11 - Staffing;

Article 13 - Job Security;

Article 29 - Leave for Association Business.

49.03 For the purposes of Article 23, a temporary employee shall be considered to have continuous employment from the date he started to work in the post office where he will be scheduling his vacation.

49.04 Appointment Period

Except as a result of granting leave under a provision of this Agreement, a temporary appointment shall not normally be in excess of six (6) months. Abnormal cases shall be a matter of consultation with the appropriate Branch President.

49.05 The Branch President concerned will be advised of the appointment of a temporary employee and of his term.

ARTICLE 50

TERM EMPLOYEES

50.01 Principle

The Corporation agrees to minimize the appointment of term employees to the bargaining unit.

50.02 Six (6) Weeks or Less

Term employees employed for a period of six (6) weeks or less will be entitled only to the following Articles of the Collective Agreement:

Clauses 3.05 to 3.11 – Check-Off;

- Applicable Rates of Pay Appendix adjusted as per Clause 50.06; and
- any applicable benefits required under the Canada Labour Code.

50.03 More Than Six (6) Weeks But Without Continuous Employment

Term employees employed for a period of more than six (6) weeks but not having continuous employment will be entitled only to the following Articles of the Collective Agreement:

- Article 1 - Purpose of Agreement
- Article 2 - Definitions
- Article 3 - Union Recognition and Check-Off

Article 4	-	Management Rights
Article 7	-	Grievance Procedure (except 7.25)
Article 8	-	No strike - No lockout
Article 9	-	Communications
Article 11	-	Staffing (only 11.11)
Article 17	-	Safety and Working Conditions
Article 20	-	Hours of Work
Article 35	-	Application of Rates of Pay
Article 36	-	Overtime
Article 37	-	Work on a Day of Rest
Article 39	-	Shift and Weekend Premiums
Article 46	-	Pay for Locking Lobby Doors
Article 50	-	Term Employees
Article 52	-	Counter Credit/Audit
Article 53	-	Uniforms and Protective Clothing
Article 54	-	Training
Article 55	-	Assessment/Appraisal
Article 57	-	Amendment
Article 58	-	Official Texts
Article 60	-	Renewal and Duration

Plus any applicable benefits required under the Canada Labour Code.

50.04 With Continuous Employment

In addition to the Articles set out in Clause 50.03, term employees having continuous employment will also be entitled to the following Articles of the Collective Agreement:

Article 5	-	Discrimination
Article 6	-	Discipline
Article 10	-	Joint Consultation Committee
Article 11	-	Staffing (as specified)
Article 12	-	Allocation of Hours (only 12.02, 12.03, 12.05(a))
Article 14	-	Technological Change
Article 15	-	Accelerated Attrition
Article 18	-	Medical Examination
Article 19	-	Incapacity / Attendance
Article 21	-	Designated Holidays
Article 22	-	Vacation Entitlements
Article 23	-	Vacation Leave Scheduling
* Article 25	-	Personal Days
* Article 26	-	Special Leave

Article 27	-	Court Leave
Article 30	-	Leave Without Pay
Article 31	-	Leave General
Article 32	-	Sick Leave
Article 33	-	Injury-on-duty Leave
Article 38	-	Call Back Pay
Article 40	-	Acting Pay
Article 41	-	Relocation and Travel
Article 42	-	Annual Senior Assistant Allowance
Article 43	-	Leasing Allowance
Article 44	-	Bilingual Bonus
Article 48	-	Conversion of Post Offices
Article 51	-	Work in the Bargaining Unit
Article 56	-	Conditions Not Covered in Collective Agreement
Appendix A	-	Rates of Pay
*		
Appendix C	-	Northern Offices (Area of Competition)
Appendix D	-	Isolated Post
Appendix E	-	Job Evaluation Maintenance Committee
Appendix G	-	Collective Agreement - Amendments from Thirteen and one Third (13 1/3) to Fifteen (15) Hours
Appendix L-		Corporate Achievement Bonus
Appendix O-		Short Term Disability Program

50.05 No Artificial Break

The Corporation agrees not to artificially create a break in service of a term employee solely in order to prevent the term employee attaining an improved status as a term employee.

50.06 Rates of Pay

This Clause applies only to term employees who have not attained continuous employment.

A term employee who replaces all or part of an existing position shall be paid at the minimum rate for that position.

If a term employee is not filling replacement hours for a specific position and works fifteen (15) hours or more in a week, the Corporation shall pay the minimum rate for CPAA classification level 2; if the term employee works less than fifteen (15) hours per week, the Corporation shall pay the minimum rate for CPAA classification level 1.

50.07 Recall For Term Assignment

Term employees having continuous employment shall be subject to recall in the event another term assignment arises in their office within ninety (90) days of their last day of employment with the Corporation.

50.08 Appointment Period

Except as a result of granting leave under a provision of this Agreement, a term appointment shall not normally be in excess of six (6) months. Abnormal cases shall be a matter of consultation with the appropriate Branch President.

ARTICLE 51

WORK IN THE BARGAINING UNIT

51.01

- (a) An employee in the bargaining unit will not be required to perform work in another bargaining unit. Similarly, an employee of the Corporation outside the bargaining unit will not be required to perform bargaining unit work.
- (b) For those employees governed by Clause 13.01:
 - (i) the Corporation agrees to hold constructive consultation with the Association prior to having work normally done by the employees of the bargaining unit contracted out.
 - (ii) If work belonging to the bargaining unit is contracted out, any employee adversely affected to the extent of becoming surplus, will have protection to the extent outlined in Article 13.

ARTICLE 52

COUNTER CREDIT/AUDIT

52.01 All audits of the counter credits of a Postmaster or an Assistant shall take place in his presence except where he is unavailable, in which case the audit shall be witnessed by another employee.

52.02 Audit

- (a) In an office where the shifts of the Postmaster and the Part-Time Assistant do not overlap, the Part-Time Assistant's shift may be extended up to a maximum of one (1) hour on any one (1) day within a cash account period for the purpose of auditing the Part-time Assistant's counter credit.

- (b) The shifts of part-time assistants working Saturday only may be extended up to a maximum of one (1) hour on any one (1) day within a six (6) month period or more often as determined by management for the purpose of auditing the part-time assistant's counter credit.
 - (c) In an office where the shifts of the Postmaster and the Part-Time Assistant do not coincide, audits of the counter credits of the Part-Time Assistant will be conducted jointly by the Postmaster and an authorized postal official. Where another postal official is not available, the Part-Time Assistant's shift may be extended up to a maximum of one (1) hour on any one (1) day within a six (6) month period or more often as determined by management for the purpose of satisfying the audit requirement.
- 52.03** An employee shall be given an opportunity weekly to balance his till during his working hours at a time to be determined by his Postmaster.

ARTICLE 53

UNIFORMS AND PROTECTIVE CLOTHING

- 53.01** This Article does not apply to Postmasters in group offices in non Corporation owned/leased premises **who operate another business or engage in other employment on the same premises as the Post Office.**
- 53.02** Entitlements
- Uniforms and protective clothing shall be provided to employees as specified below.
- *(a) **Uniforms and protective clothing may be ordered at any time. Except for reasons beyond the control of the Corporation, the supplier will normally send the uniforms and protective clothing to the employee thirty (30) working days after the supplier receives the order.**
 - (b) Employees serving the counter more than twenty-five (25) hours per week shall earn uniform and protective clothing points as described in the following entitlement schedule:

<u>Garment Family</u>	<u>Garment</u>	<u>Points</u>	<u>New Employee</u>	<u>Regular Cycle</u>
Shirts	Long Sleeve	25	75/1	75/1
	Short Sleeve	25		
Ties	Tie	8	16/1	16/1
	Clip-On	8		
	Cross-over	8		
Sweater	Cardigan	45	90/1	45/1
	Vest	45		
Pants	Long Pants	40		
	Skirt	40		

New employees will receive one hundred eighty-one (181) points in their first year. Subsequently, they will receive one hundred thirty-six (136) points every year. With the introduction of the point system, employees currently with CPC in this category will receive one hundred thirty-six (136) points every year.

- (c) Employees serving the counter twenty-five (25) hours per week or less, but more than ten (10) hours per week shall earn uniform and protective clothing points as described in the following schedule:

<u>Garment Family</u>	<u>Garment</u>	<u>Points</u>	<u>New Employee</u>	<u>Regular Cycle</u>
Shirts	Long Sleeve	25	50/1	50/1
	Short Sleeve	25		
Ties	Tie	8	8/1	8/1
	Clip-On	8		
	Cross-over	8		
Sweater	Cardigan	45	90/1	23/1
	Vest	45		
Pants	Long Pants	40		
	Skirt	40		

New employees will receive one hundred forty-eight (148) points in their first year. Subsequently, they will receive eighty-one (81) points every year. With the introduction of the point system, employees currently with CPC in this category will receive eighty-one (81) points every year.

NOTE: Pants and/or skirts are available to all employees entitled to receive uniforms in accordance with Clause 53.02(b) & (c), but the employees

do not earn the points allocated to the pants (40) and skirt (40) in the entitlement schedule.

An employee who is entitled to a uniform in accordance with 53.02 (b) & (c) and subsequently becomes pregnant, may either:

(i) order maternity wear from the Corporation's uniform supplier to a maximum of one hundred and thirty dollars (\$130.00),

or

(ii) 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.

(d) An indeterminate employee who has completed six (6) months of continuous employment and who serves the counter ten (10) hours or less per week will be entitled to thirty-three (33) points per year to order one (1) shirt (long sleeve or short sleeve) and one (1) tie (or clip-on or cross-over).

(e) Employees accumulate the points set out in Clause 53.02. These points can be carried over to a maximum of four hundred (400) points for employees serving the counter more than twenty-five (25) hours per week and to a maximum of two hundred and fifty (250) points for employees serving the counter twenty-five (25) hours per week or less, but more than ten (10) hours per week. Points in excess of the maximum will be lost.

(f) The Corporation shall provide one (1) apron per office at the Postmaster's request. (This Clause applies to postmasters in non-corporation owned/leased premises).

(g) Employees are entitled to have one (1) identification tag from their supervisor on exchange.

ARTICLE 54

TRAINING

54.01

- (a) The training of employees in the bargaining unit shall be sufficient and adequate.
- (b) Whenever possible, an employee affected by a change in the operation of a post office shall receive training prior to being required to work under the changed conditions.
- (c) On initial appointment to the bargaining unit and on promotion to:
 - (i) the employee's first position as Postmaster in a group office;
 - and/or
 - (ii) the employee's first position as a Senior Assistant or Postmaster in a grade office,the Corporation shall provide the training required to ensure that his duties are performed in a fully satisfactory manner.
- (d) Training shall be given during the hours of work.

ARTICLE 55

ASSESSMENT/APPRAISAL

55.01

Once provided with any Assessment/Appraisal Report, an employee will have a reasonable amount of time (normally not more than three (3) days) to study, make written comments on and return the report. A copy of the report shall be given to the employee.

ARTICLE 56

CONDITIONS NOT COVERED IN COLLECTIVE AGREEMENT

56.01

- (a) The existing working conditions concerning the payment of a premium, the payment of an allowance or the payment of any other financial benefit that is not covered by this Collective Agreement shall remain in effect until such time as they are otherwise renegotiated between the parties.
- (b) All documents, letters, memoranda of understanding, agreements, including local agreements, commitments and understandings, whether oral or written, not specifically renewed in this agreement are null and void.

ARTICLE 57

AMENDMENT

- 57.01** This Agreement may be amended during its term by mutual agreement of the parties.

ARTICLE 58

OFFICIAL TEXTS

- 58.01** Both the English and French texts of this Agreement shall be official.
- 58.02** All Appendices annexed to this agreement are incorporated into and form part of the Agreement.

ARTICLE 59

JOB EVALUATION PLAN

59.01 The Job Evaluation Plan that came into effect April 1, 1997, and that was agreed upon by the parties, is the recognized Job Evaluation Plan for all positions in the bargaining unit.

59.02

- (a) The parties agree to meet to establish a committee which will deal with the ongoing maintenance process for the Job Evaluation Plan as per Appendix "E".
- (b) The Corporation agrees to advise in writing and consult with the Association prior to taking any Job Evaluation action including those which would have the result of upgrading, downgrading, or deleting positions. The Corporation and the Association agree that a re-evaluation of any current position shall be done in accordance with the Job Evaluation Plan.
- (c) If, during the term of this agreement, a new position is created by the Corporation, which falls within the CPAA Bargaining Unit, the Corporation and the Association agree to evaluate the new position using the Job Evaluation Plan.
- (d) If the new position does not fit into any CPAA Classification Level established according to The Job Evaluation Plan, the Corporation shall negotiate the rates of pay for the new positions with the Association. Failing agreement on the appropriate rates of pay, the Corporation may decide to implement rates of pay for the new position.
- (e) If a new position cannot be properly evaluated by the current Job Evaluation system, the Association and the Corporation shall agree to appropriate modification to the system. Any position re-classified upwards will be dealt with in accordance with Clause 35.06 and any position reclassified downwards will be dealt with in accordance with Clause 35.10.
- (f) In the event the joint committee cannot resolve outstanding issues, the committee will seek the assistance of an Advisor, agreed to by the

parties. The Advisor shall be knowledgeable in the field of job evaluation systems. The Advisor shall mediate the dispute and resolve any matter which remains outstanding at the end of the mediation.

59.03 Re-evaluation of positions

- (a) When a position is re-evaluated to a higher classification level in accordance with Article 59, the incumbent of this position will be appointed to the higher classification level effective the date of the re-evaluation, and will be paid according to the applicable salary rate provided for in Appendix "A".
- (b) When a position is re-evaluated to a lower classification level in accordance with Article 59, the incumbent of this position will be entitled to the provisions of Clause 35.10.

ARTICLE 60

RENEWAL AND DURATION

***60.01** Unless otherwise expressly stipulated, this collective agreement shall become effective at the date of signing and shall remain in effect until December 31, 2014.

60.02 Each party to this agreement may, within a period of four (4) months immediately prior to the agreement's termination date, require the other party to commence collective bargaining by giving notice in writing to the other party. Within twenty (20) days after such notice by one party, the other party is required to enter into negotiations.

60.03 Final Offer Selection Arbitration

- (a) 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.
- (b) If the parties are unable to agree to an arbitrator within ten (10) days of the notice given pursuant to Sub-Clause 60.03 (a), either party may apply to the Minister of Labour to appoint an arbitrator.

- (c) The parties will simultaneously submit, in writing, their respective final offers to the arbitrator within thirty (30) days of the arbitrator being agreed upon or appointed. Such offers may not be amended once they have been submitted.
- (d) The arbitrator shall, at the request of either party, hear the parties' defense of their respective offers, including any relevant evidence. The parties shall make every effort to ensure the hearings are completed as quickly as possible.
- (e) The arbitrator shall render a decision by selecting one of the offers in its entirety. The arbitrator may not amend the offer he or she selects.
- (f) A decision must be rendered within the thirty (30) calendar days of the final day of hearing.

ARTICLE 61

CANADA POST CORPORATION PENSION PLAN

- 61.01** Pursuant to the Public Sector Pension Investment Board Act, the Corporation established the Canada Post Corporation Registered Pension Plan on October 1, 2000, to replace the pension plan that until then existed under the Public Service Superannuation Act.

APPENDIX "A"
RATES OF PAY

A: Rates of Pay Effective January 1, 2010

B: Rates of Pay Effective January 1, 2011

C: Rates of Pay Effective January 1, 2012

D: Rates of Pay Effective January 1, 2013

E: Rates of Pay Effective January 1, 2014

<u>CPAA</u> <u>CLASSIFIC</u> <u>ATION</u>		<u>Increment</u> <u>1</u>	<u>Increment</u> <u>2</u>	<u>Increment</u> <u>3</u>	<u>Increment</u> <u>4</u>	<u>Increment</u> <u>5</u>	<u>Increment</u> <u>6</u>
Level 1 (Up to 360 Points)	A:	\$17.65	\$18.08	\$18.56	\$19.43	\$20.34	\$21.36
	B:	\$17.99	\$18.42	\$18.91	\$19.80	\$20.73	\$21.77
	C:	\$18.33	\$18.77	\$19.27	\$20.18	\$21.12	\$22.18
	D:	\$18.68	\$19.13	\$19.64	\$20.56	\$21.52	\$22.60
	E:	\$19.03	\$19.49	\$20.01	\$20.95	\$21.93	\$23.03
Level 2 (361 to 480 Points)	A:	\$19.00	\$19.43	\$19.90	\$20.77	\$21.71	\$22.72
	B:	\$19.36	\$19.80	\$20.28	\$21.16	\$22.12	\$23.15
	C:	\$19.73	\$20.18	\$20.67	\$21.56	\$22.54	\$23.59
	D:	\$20.10	\$20.56	\$21.06	\$21.97	\$22.97	\$24.04
	E:	\$20.48	\$20.95	\$21.46	\$22.39	\$23.41	\$24.50
Level 3 (481 to 600) Points)	A:	\$19.86	\$20.28	\$20.75	\$21.63	\$22.56	\$23.61
	B:	\$20.24	\$20.67	\$21.14	\$22.04	\$22.99	\$24.06
	C:	\$20.62	\$21.06	\$21.54	\$22.46	\$23.43	\$24.52
	D:	\$21.01	\$21.46	\$21.95	\$22.89	\$23.88	\$24.99
	E:	\$21.41	\$21.87	\$22.37	\$23.32	\$24.33	\$25.46
Level 4 (601 to 720 Points)	A:	\$20.71	\$21.45	\$22.19	\$22.94	\$23.67	\$24.43
	B:	\$21.10	\$21.86	\$22.61	\$23.38	\$24.12	\$24.89
	C:	\$21.50	\$22.28	\$23.04	\$23.82	\$24.58	\$25.36
	D:	\$21.91	\$22.70	\$23.48	\$24.27	\$25.05	\$25.84
	E:	\$22.33	\$23.13	\$23.93	\$24.73	\$25.53	\$26.33
Level 5	A:	\$21.53	\$22.27	\$23.01	\$23.75	\$24.62	\$25.23

(721 to 840 Points)	B:	\$21.94	\$22.69	\$23.45	\$24.20	\$25.09	\$25.71
	C:	\$22.36	\$23.12	\$23.90	\$24.66	\$25.57	\$26.20
	D:	\$22.78	\$23.56	\$24.35	\$25.13	\$26.06	\$26.70
	E:	\$23.21	\$24.01	\$24.81	\$25.61	\$26.56	\$27.21
Level 6B (841 to 960 Points)	A:	\$22.69	\$23.44	\$24.16	\$24.91	\$25.52	\$26.40
	B:	\$23.12	\$23.89	\$24.62	\$25.38	\$26.00	\$26.90
	C:	\$23.56	\$24.34	\$25.09	\$25.86	\$26.49	\$27.41
	D:	\$24.01	\$24.80	\$25.57	\$26.35	\$26.99	\$27.93
	E:	\$24.47	\$25.27	\$26.06	\$26.85	\$27.50	\$28.46
Level 6A (961 to 1080 Points)	A:	\$23.49	\$24.26	\$25.02	\$25.79	\$26.43	\$27.33
	B:	\$23.94	\$24.72	\$25.50	\$26.28	\$26.93	\$27.85
	C:	\$24.39	\$25.19	\$25.98	\$26.78	\$27.44	\$28.38
	D:	\$24.85	\$25.67	\$26.47	\$27.29	\$27.96	\$28.92
	E:	\$25.32	\$26.16	\$26.97	\$27.81	\$28.49	\$29.47

Appendix "A" Notes:

1. Daily Rate is obtained by multiplying the hourly rate by eight (8) rounded to the nearest cent.
2. Weekly Rate is obtained by multiplying the daily rate by five (5) rounded to the nearest cent.
3. Annual Rate is obtained by multiplying the hourly rate by 2087.04 rounded to the nearest cent.
4. The hourly rate shown above will determine the compensation to be paid to Postmasters in Group Offices in accordance with Clauses 20.01, 20.02, 35.08, 35.09.
5. Effective December 31, 2009, the rate of pay of employees who were on strength as indeterminate employees on December 31, 2005, and have completed twenty-eight (28) years of indeterminate service shall be increased by one percent (1%).

Notwithstanding the above, employees who are entitled to full severance by virtue of completing twenty-eight (28) years of service as of December 31, 2005, shall not be eligible for the one percent (1%) increase.

6. The hourly rates of pay for Classification Level 6A will come into effect on July 1, 2006.

***APPENDIX B**

Liaison Fund

1. The Corporation agrees to pay a sum of seventy five thousand dollars (\$75,000) in each year of this Collective Agreement, on a going forward basis as of the signing of this Collective Agreement, in order to fund liaison and research activities relating to business development opportunities in Post Offices in which members of the Association **work**.
2. The money will be paid on a quarterly basis into a trust fund established and administered by the Association for the sole purpose of funding the activities referred to in paragraph 1 above. The first payment shall be made sixty (60) days after the signing of this Collective Agreement, and thereafter sixty (60) days after the completion of each quarter. Each payment will cover the quarter immediately prior to the payment and the first payment shall be prorated.
3. **Any residual amounts in the fund established under the collective agreement expiring on December 31, 2009, will be transferred into the new fund established herein.**
4. **At no time shall the fund balance exceed six hundred thousand dollars (\$600,000). Should a quarterly payment under paragraph 2 cause the fund to exceed six hundred thousand dollars (\$600,000), then that payment shall be reduced so that the payment plus the fund balance prior to the payment shall not exceed six hundred thousand dollars (\$600,000). If within sixty (60) days subsequent to the date of the reduced payment, the fund balance is reduced as a result of normal disbursements consistent with the mandates of the fund, then all or a portion of the funds withheld shall be paid so that the fund balance is reinstated to a maximum of six hundred thousand dollars (\$600,000). After sixty (60) days, the amount of the funds withheld shall no longer be available.**

To ensure the proper functioning of the fund, the amount of the quarterly payment made under paragraph 4 shall be determined based on the current fund balance (market value) less any incurred but not yet paid expenses.
5. **All interest income shall accrue to the fund.**
6. The Association shall maintain financial records of monies received and monies disbursed from the fund. The Corporation shall have the right to audit and otherwise verify all financial records and to question the

specifics of any expenditure and the Association shall ensure that all disbursement from the Fund conform to the purpose described in paragraph 1 above, failing which the Corporation's obligations under this Appendix shall terminate.

7. Within thirty (30) days of the end of the Fund accounting year, the Association shall provide the Corporation with a financial statement certifying that all expenditures made from the Fund were in accordance with, and exclusively for the purpose set out in paragraph 1 above.
8. **If the Appendix is not renewed, all contributions under paragraph 1 will cease, but funds unspent will continue to be managed by the Association, according to the purposes described in paragraph 1, until the first quarter following the expiration of the collective agreement, at which time any unspent monies in the fund (minus any outstanding liabilities) shall be returned to the Corporation.**

APPENDIX “C”
NORTHERN OFFICES
(AREA OF COMPETITION)

*A) The Area of Competition for Northern Offices shall not be less than:

Yukon Territory

Atlin	Beaver Creek
Carcross	Dawson City
Dease Lake	Destruction Bay
Faro	Haines Junction
Mayo	Muncho Lake
Tagish	Teslin
Watson Lake	

Mackenzie Territory

Fort Chipewyan	Fort Simpson
Fort Smith	Fort Vermilion
High Level	Norman Wells
Meander River	Rainbow Lake
Tulita (formerly Fort Norman)	

Nunavut

Arviat	Cambridge Bay
Iqaluit	Kugluktuk (formerly Coppermine)
Rankin Inlet	

Northern Quebec

Blanc-Sablon	Chevery
Chisasibi	Fermont
Gethsemani (La Romaine)	Harrington Harbour

Kegaska	Kuujjuaq
Kuujjuarapik	La Tabatière
Lourdes-de-Blanc-Sablon	Middle Bay
Mutton Bay	Old Fort
Radisson	Schefferville
St-Augustin (Saguenay/Pakuisasnipi)	St-Paul's River
Tête à la Baleine	

Labrador

Black Tickle	Cartwright
Charlottetown	Churchill Falls
Forteau	Hopedale
L'Anse au Clair	L'Anse au Loup
Lodge Bay (formerly Cape Charles)	Makkovik
Mary's Harbour	Mud Lake
Nain	Northwest River
Port Hope Simpson	Postville
Red Bay	Rigolet
St. Lewis	West St-Modeste
William's Harbour	

Prairie North

Beauval SK	Buffalo Narrows SK
Canoe Narrows SK	Cole Bay SK
Churchill MB	Cormorant MB
Collins ON	Cross Lake MB
Cumberland House SK	Dallas MB
Eabamet Lake ON	Fairford MB
Gillam MB	Granville Lake MB
Grand Rapids MB	Gull Bay ON
Île à la Crosse SK	Ilford MB

La Loche SK	La Ronge SK
Leaf Rapids MB	Little Bullhead MB
Lynn Lake MB	Matheson Island MB
Moose Factory ON	Moose Lake MB
Moosonee ON	Nakina ON
Norway House MB	Patuanak SK
Pickle Lake ON	Princess Harbour MB
Sherridon MB	Snow Lake MB
Stony Rapids SK	Summer Beaver ON
Uranium City SK	Wabowden MB
Waterhen Lake SK	Wayakwin SK (formerly Molanosa)
York Landing MB	

- B) The area of competition for an employee who was working in an office listed below on August 4, 1994, or on the indicated effective dates noted beside the office, shall be as defined in Clause 11.07 of this Agreement (Yukon Territory into the British Columbia Area; Mackenzie Territory into the Alberta Area; Northern Quebec into the Quebec Area; Labrador into the Atlantic Area; Prairie North into the Mid-West Area) for as long as he remains in that office.

Yukon Territory

Atlin	Dease Lake
Muncho Lake	

Mackenzie Territory

Fort Vermilion (effective October 4, 2004)
High Level (effective October 4, 2004)
Meander River
Rainbow Lake (effective October 4, 2004)

Northern Quebec

Blanc-Sablon (effective January 4, 2005)

Chevery (effective July 31, 2005)

Fermont

Gethsemani (La Romaine) (effective July 31, 2005)

Harrington Harbour (effective July 31, 2005)

Kegaska (effective July 31, 2005)

La Tabatière (effective July 31, 2005)

Lourdes-de-Blanc-Sablon (effective January 4, 2005)

Middle Bay (effective January 4, 2005)

Mutton Bay (effective July 31, 2005)

Old Fort (effective January 4, 2005)

Schefferville

St-Augustin (Saguenay/Pakuisasnipi) (effective July 31, 2005)

St-Paul's River (effective January 4, 2005)

Tête à la Baleine (effective July 31, 2005)

Labrador

Black Tickle

Charlottetown

Forteau

L'Anse au Loup

Mary's Harbour

Northwest River

Red Bay

West St-Modeste

Cartwright

Churchill Falls

L'Anse au Clair

Lodge Bay (formerly Cape Charles)

Mud Lake

Port Hope Simpson

St. Lewis

Williams Harbour

Prairie North

Beauval SK

Canoe Narrows SK

Cross Lake MB

Dallas MB (effective April 1, 1999)

Grand Rapids MB

Buffalo Narrows SK

Cole Bay SK

Cumberland House SK

Fairford MB

Gull Bay ON

Île à la Crosse SK	La Loche SK
La Ronge SK (effective March 4, 1998)	Leaf Rapids MB
Little Bullhead MB	Lynn Lake MB
Matheson Island MB	Moose Lake MB
Nakina ON	Norway House MB
Patuanak SK	Pickle Lake ON
Princess Harbour MB	Snow Lake MB (effective April 1, 1999)
Wabowden MB	Waterhen Lake SK
Wayakwin (formerly Molanosa) SK	

- (C) The area of competition for an employee who was working in an office listed in part A and not part B of the appendix on March 14, 1991 shall be as defined in Clause 11.07 of this Agreement (Yukon Territory into the British Columbia Area; Mackenzie Territory and Nunavut into the Alberta Area; Northern Quebec into the Quebec Area; Labrador into the Atlantic Area; Prairie North into the Mid-West Area) for as long as he remains in that office.

APPENDIX “D”
ISOLATED POST

PART 1:

Northwest Territory

Fort Simpson

Norman Wells

Tulita (Fort Norman)

Nunavut

Arviat

Cambridge Bay

Iqaluit

Kugluktuk (Coppermine)

Rankin Inlet

Newfoundland/Labrador

Cartwright

Churchill Falls

François

Gaultois

Hopedale

L'Anse au Loup

La Poile

Mary's Harbour

Nain

Ramea

St. Lewis

Quebec

Bassin

Cap-aux-Meules

Chevery

Etang-du-Nord

Fatima

Gethsemani

Grande-Entrée

Hâvre-Aubert

Hâvre-aux-Maisons

Kuujjuaq

Kuujjuarapik

La Tabatière

Leslie

Lourdes-de-Blanc-Sablon

Shefferville

St-Augustin-Saguenay

Ontario

Moosonee

Moose Factory

Manitoba

Churchill

Alberta

Fort Chipewyan

British Columbia

Masset

Port Clements

Queen Charlotte

Sandspit

PART 2:

YUKON

Carcross

Dawson City

Faro

Mayo

Teslin

Watson Lake

NWT/NU

Arviat NU

Cambridge Bay NU

Fort Simpson NU

Fort Smith NT

Iqaluit NU

Kugluktuk (Coppermine) NU

Norman Wells NU

Rankin Inlet NU

Tulita (Fort Norman) NU

EAST

Cartwright NL

Chisasibi QC

Churchill Falls NL
Kuujuuaq QC
L'Anse au Loup NL
Nain NL
Radisson QC

Hopedale NL
Kuujuarapik QC
Mary's Harbour NL
Northwest River NL
St. Lewis NL

WEST

Churchill MB
Gillam MB
Moosonee ON

Fort Chipewyan AB
Moose Factory ON

APPENDIX "E"

JOB EVALUATION MAINTENANCE COMMITTEE

A joint committee will be established for the purpose of constructive consultation and information sharing between the parties on any difficulties that may arise concerning the implementation, application and maintenance of the Job Evaluation Plan referred to in Article 59.

The Committee will be comprised of three (3) representatives from the Corporation and three (3) representatives from the Association.

*Jobs/positions will be evaluated only in the following cases:

- (i) Organizational changes such as restructuring
- (ii) Increase or decrease in operations, points of call, authorized allowance, or employees supervised
- (iii) Changes to key evaluation factors

Such process can be initiated by employees, CPAA and the Corporation.

Information on evaluation points: a "point per factor" sheet can be requested by employees using the following process:

- A written request to the immediate supervisor
- request from supervisor to E.R. representative
- request from E.R. to O.P.&D. in Head Office
- O.P.&D. will provide results to E.R. representatives for distribution.

The "point per factor" sheet shall be given to the employee within twenty (20) days of the date of the request.

APPENDIX "F"

EDUCATION FUND

- *1. Canada Post Corporation agrees to pay, in the manner described in paragraph 3 below, into the CCAA Education Fund (the Fund) an amount equal to three cents (3¢) for each hour actually paid to all part-time, full-time and term employees, during the quarter described in paragraph 3 below.
2. The Fund will be used exclusively for the purpose of the education in all aspects of trade unionism of employees of the Corporation who are members of the Association.
3. Such monies will be paid on a quarterly basis into a trust fund established and administered by the Association for the sole purpose of the Association education described above. Payments into the Fund shall be made sixty (60) days after the completion of each fiscal quarter. Each payment will cover the quarter immediately prior to the payment.
4. The Association shall maintain financial records of monies received by and monies disbursed from the Fund. The Association shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and the Association shall ensure that all disbursements from the Fund conform to the purpose described in paragraph 2 above, failing which all obligations under this Appendix shall terminate.
5. Within thirty (30) days of the end of the Fund accounting year, the Association shall provide the Corporation with a financial statement certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund and used exclusively for Association education.
6. This Appendix applies to all quarters following December 31, 2005.

APPENDIX "G"

**COLLECTIVE AGREEMENT AMENDMENTS FROM THIRTEEN AND ONE
THIRD (13 1/3) TO FIFTEEN (15) HOURS**

This will confirm that the amendments of the CPC/CPAA collective agreement whereby thirteen and one third (13 1/3) hours has been changed to fifteen (15) hours are not intended to deprive employees, who on August 4, 1994 were working thirteen and one third (13 1/3) hours or more per week and who continue to be regularly scheduled at thirteen and one third (13 1/3) or more per week thereafter, of rights and benefits they would otherwise have continued to enjoy had the level of hours not been raised from thirteen and one third (13 1/3) to fifteen (15). To keep the collective agreement "user friendly" the parties have avoided developing grand-fathering Clauses on each and every instances where thirteen and one third (13 1/3) appeared.

This will apply until such time as the employee is maintained at thirteen and one third (13 1/3) per week or more but less than fifteen (15) hours per week or more.

APPENDIX "H"

**LETTERS OF UNDERSTANDING BETWEEN CANADA POST CORPORATION
AND THE
CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION**

In accordance with Article 56, the following letters are agreed upon and are hereby renewed.

1)	Article 3 & 9	Letter dated October 3, 2006	Zdansky to Fagan	Change of Status
**2)	General	Letter dated July 29, 1998	Glover to Kuan	Municipal amalgamations
**3)	General	Letter dated March 6, 2003	Goodfellow to Fagan	Stamp shops
4)	Article 11	Memorandum of Agreement dated January 17, 1997.	Kuan and Goodfellow	Filling positions vacant for more than 6 months
5)	Article 12	Letter dated October 3, 2006	Zdansky to Fagan	Allocation of Hours
6)	Clauses 20.05 and 20.09	Letter dated January 8, 2003	Goodfellow to Fagan	Rest Periods
7)		Letter dated October 3, 2006	Zdansky to Fagan	Saturday hours of service
8)	Article 40	Letter of Understanding	Goodfellow to Fagan	Acting Pay
9)	Article 40	Letter dated June 4, 2010	Zdansky to Schous	Life insurance and disability benefits
10)	Paragraph 43.01(b)	Letter dated October 3, 2006	Zdansky to Fagan	Rural routes and leasing allowance

- | | | | | |
|-----|--------------------------------|---------------------------------|----------------------|---|
| 11) | | Letter dated
October 3, 2006 | Zdansky to
Fagan | Equality in
Employment/No
harassment |
| 12) | Article
34.05(b)
and (c) | Letter dated
June 4, 2010 | Zdansky to
Schous | Grandfathering of
Post-Retirement
Health Care
Benefits |
| 13) | Article
11.12 | Letter dated
June 4, 2010 | Zdansky to
Schous | Clause 11.12 –
Senior Assistant
Positions |
| 14) | Article 53 | Letter dated June 4,
2010 | Zdansky to
Schous | Uniforms for
Group
Postmasters |
| 15) | | Letter dated June 4,
2010 | Zdansky to
Schous | Supplemental
Allowance for
Postmaster-
Provided Premises |

MEMORANDUM OF AGREEMENT
BETWEEN
CANADA POST CORPORATION
AND
CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION

WHEREAS the Parties have identified a number of positions that have been vacant for more than six months and;

WHEREAS the Parties wish to establish consistency in filling positions that have been vacant for more than six months.

NOW THEREFORE the Parties agree as follows:

1. This Agreement and the process outlined herein will govern the process for filling, on an indeterminate basis, positions that have been vacant for more than six months, for which CPAA is the bargaining agent.
2. Any position which has been vacant for six months or more and which has not been backfilled during that period, and which has not caused any operational or customer service impact, will be deleted.
3. Any position which has been vacant for six months or more and which has consistently required backfilling of its allocated hours during that period will be staffed in accordance with its allocated hours.
4. Any position which has been vacant for six months or more and which has been consistently backfilled with less than its allocated hours during that period will be staffed at a reduced level of hours required to meet customer and operational needs.
5. This Agreement will remain in effect until the end of the current collective agreement.

Dated in Ottawa, Ontario this 17th day of January 1997.

Original Signed by Leroy Kuan Original Signed by Rick Goodfellow

Canadian Postmasters and
Assistants Association

Canada Post Corporation

Letter of Understanding

Re: Article 12

Allocation of Hours

October 3, 2006

Mr. Pat Fagan
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1

Dear Mr. Fagan,

This letter is further to our discussions at the negotiation table relating to operational reviews of offices.

Reviews are done to determine staffing requirements to ensure customer needs are met. Such reviews are completed at various times prior to any increase or reduction in the regularly scheduled working hours, such as when positions become vacant, when a growth or reduction in the population base occurs, when an office workload is affected by corporate initiatives, etc.

The operational reviews will be completed based on the following activities:

- Number of points of call by type;
- Postal code – urban coded and civic addressed or rural coded for all points of call;
- Mail receipt and dispatch times – highway service incoming and outgoing;
- Volumes of mail received;
- Mail make-up – incoming;
- Mail preparation – outgoing;

- Prioritization of mail sortation and delivery service standards;
- Adherence to sortation throughout the business day;
- Personal contact items;
- Identification of peak and down times;
- Rural and Suburban Mail Carrier related duties (administrative / supervisory, **rural route inspections);
- Type of equipment and usage, i.e. in-house meters, cash registers, etc.;
- Office hours of operation;
- Schedules of hours worked – employees;
- Dependant offices;
- Office layout;
- Mail redirection requirements – abnormal situations resulting from civic addressing;
- Field support duties – time requirements/number of hours per week;
- Administrative duties – phone calls, banking, cash accounting, end of day procedures, property maintenance duties, etc.;
- Seasonal fluctuations;
- Community demographics;
- Activities unique to specific locations, i.e. LVRs, LVMs, etc.

The above information will be communicated to the Local Area Managers to confirm the Corporation's position on operational reviews.

Yours truly,

Original signed by

Barbara Zdansky
Director,
Labour Relations

CPC/CPAA NEGOTIATIONS 2001/2002/2003

Letter of Understanding

Re: Clauses 20.05 and 20.09
Rest Periods

January 8, 2003

Mr. Pat Fagan
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1

Dear Mr. Fagan,

Further to our discussions at the negotiation table, this letter sets out the procedure that applies to the rest periods stipulated in Clauses 20.05 and 20.09 of the Collective Agreement.

General

Each full time employee is entitled to two (2) ten (10) minute rest periods, one during the first half and one during the second half of his shift.

Part time employees who work more than two (2) and less than six (6) hours daily, are entitled to one (1) ten (10) minute rest period; if they work more than six (6) hours, they are entitled to two (2) ten (10) minute rest periods.

1. Grade office when more than one employee is present.

Where other employees are on duty, rest periods must be taken as not to affect the service at the counter.

2. Grade offices when only one employee is present.

The employee is asked to use discretion as to when the rest period would be taken.

The employee may elect to take the rest period in the following manner:

- a) When there are known periods of low/no customer traffic at the counter, the employee can take his/her rest period leaving the office door unlocked.
- b) In offices where there are no known periods of low/no customer traffic the employee may choose one of the following options:
 - (i) In offices with separate counter and postal box lobbies, a notice must be displayed on the counter lobby door, to notify customers that service is interrupted. The door may be locked during this period of time.
 - (ii) In offices with counter and postal box lobby in the same room or area, a notice must be displayed to notify our customers that service is interrupted. The door may be locked during this period of time.
 - (iii) In order not to interrupt postal box service, the door may be kept unlocked. All funds and values must be secured in the counter drawers and a notice must be placed on the counter. The employee may not leave the premises.

In order to provide consistent service to the community, rest periods should be scheduled and taken as much as possible at the same time each day, so that customers are aware of the periods when the office is generally closed.

Note: The above does not imply that the employee may leave the office, but is designed to give the employee his/her rest period uninterrupted.

Yours truly,

Original signed by

Rick Goodfellow
Director,
Labour Relations

Letter of Understanding
Re: Saturday Hours of Service

October 3, 2006

Mr. Pat Fagan
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1

Dear Mr. Fagan,

This letter is further to our discussions at the negotiations table relating to Saturday hours of service.

In 1995, the Corporation decided that it would maintain any existing Saturday hours of service, unless a local community, of its own accord, requested that its Post Office be closed on Saturdays.

The Parties have agreed to change this process. Instead, the Corporation will consult with CPAA locally if it desires to make changes to the Saturday hours of an office. Where the Corporation determines that it will continue to offer postal service in the office during the week, it will not reduce Saturday hours of service unless it first obtains the agreement of CPAA. Such agreement shall not be unreasonably withheld.

Yours truly,

Original signed by

Barbara Zdansky
Director,
Labour Relations

CPC/CPAA NEGOTIATIONS 2001/2002/2003

Letter of Understanding
Re: Article 40
Acting Pay

Mr. Pat Fagan
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1

Dear Mr. Fagan,

This letter is further to our discussions at the negotiations table relating to Article 40 of the Collective Agreement.

During our discussions you expressed the concern that the salary grid in Appendix "A" was such that, depending on the employee's increment level, it is possible for an employee to earn less when acting in a higher classification level, then if he had acted in a lower classification level.

The purpose of this letter is to confirm that when a situation such as the one described above is brought to the attention of the Corporation, the acting employee's pay will be increased to the next increment above the amount that the employee would have been paid in the lower classification.

Yours truly,

Original signed by

Rick Goodfellow
Director,
Labour Relations

CPC/CPAA NEGOTIATIONS 2001/2002/2003
Re: Article 40

June 4, 2010

Mrs. Leslie Schous
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1

RE: Article 40 Benefits Entitlement

Dear Mrs. Schous,

Further to **our discussion during bargaining**, you will find below the Life Insurance and Disability Insurance **and Short Term Disability** benefits entitlements for employees on an acting assignment for a period of more than 20 consecutive full shifts.

Life Insurance:

The benefit payment will be based on the acting salary.

Long Term Disability Insurance

For employees on an acting assignment for more than 20 consecutive shifts, the adjusted annual salary used to calculate the DI benefits is that of the acting assignment. Consequently, if at the end of the elimination period for DI benefits, the employee is in an acting position, then the employee's DI benefits will be based on the acting salary. If at the end of the elimination period for DI benefits, the acting assignment is over and the employee is back in his substantive position, then the DI benefits will be based on the substantive salary.

Short Term Disability Benefits

For employees who qualify for Short Term Disability Benefits while on an acting assignment of more than 20 consecutive shifts, their Short Term Disability Benefits will be based on the acting salary only for the duration of the acting assignment. If the acting assignment ends while the employee is

receiving Short Term Disability Benefits, the balance of the employee's Short Term Disability Benefits will be based on the salary of his substantive position.

Yours truly,

Barbara Zdansky
Chief Negotiator

LABOUR RELATIONS
CANADA POST CORPORATION
2701 RIVERSIDE DR SUITE N0060
OTTAWA ON K1A 0B1

October 3, 2006

Mr. Pat Fagan
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary
Ottawa ON K1K 1X1

We wish to confirm that effective the date of the signing of the collective agreement, the increase or decrease of the amount of rural routes assigned to a Postmaster provided premise is to be included in the notion of exceptional circumstances as stated in Clause 43.01(b).

Should there be a decrease in the number of rural routes assigned to a Postmaster provided premise, the Leasing Allowance shall not be reduced below the rate provided for in Appendix 'I'.

Sincerely,

Original signed by

Barbara Zdansky
Director, Labour Relations

LABOUR RELATIONS
CANADA POST CORPORATION
2701 RIVERSIDE DR SUITE N0060
OTTAWA ON K1A 0B1

October 3, 2006

Mr. Pat Fagan
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary
Ottawa ON K1K 1X1
RE: Equality in Employment and No Harassment
Dear Mr. Fagan,

This letter is to confirm the Corporation's commitment to work with the Association to build on the achievement of a workplace free of conflict and to the strengthening of human rights.

In undertaking this commitment, the Corporation confirms its current policies on *Equality in Employment and No Harassment*.

Because the Corporation and the Association have both expressed an interest in strengthening our mutual concerns in the area, the Corporation believes this can be achieved in part through the provision of training of all new indeterminate employees.

Accordingly, the Corporation wishes to confirm that the issues of human rights and conflict management will form a component of the Retail Post Office Fundamentals training program for all new employees who are bargaining unit members of the Association.

At the same time, the mutual collaboration of the parties in this area will serve to assist them in identifying situations where targeted training may also be required to address human rights and conflict in specific situations.

Prior to the delivery of this component of the training program, the Corporation agrees to consult with the Association.

Sincerely,

Original signed by

Barbara Zdansky
Director, Labour Relations

**LABOUR RELATIONS
CANADA POST CORPORATION
2701 RIVERSIDE DR SUITE N0060
OTTAWA ON K1A 0B1**

**Ms. Leslie Schous
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1**

June 4, 2010

RE: Grandfathering of Post-Retirement Health Care Benefits

Dear Ms. Schous,

This will confirm the parties' agreement in relation to the changes negotiated to paragraphs 34.05(b) and (c) of the collective agreement.

It is agreed that those regular employees who have ten (10) years or more of continuous service prior to January 1, 2010 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,

**Barbara Zdansky
Chief Negotiator**

**LABOUR RELATIONS
CANADA POST CORPORATION
2701 RIVERSIDE DR SUITE N0060
OTTAWA ON K1A 0B1**

**Ms. Leslie Schous
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1**

June 4, 2010

RE: Clause 11.12 – Senior Assistant Positions

Dear Ms. Schous,

This will confirm the parties' agreement during collective bargaining regarding Senior Assistant positions, under clause 11.12 of the collective agreement.

It is agreed that, effective the date of signature of the collective agreement, there shall be a full-time Senior Assistant in each post office where the Postmaster position is classified at Level 6A or 6B and the authorized allocated hours of the office equal 100 or more.

Any post office that has a full-time Senior Assistant as of the date of signing of the collective agreement shall continue to have a full-time Senior Assistant until that position becomes vacant.

It is understood by the parties that no net increase in the number of positions or allocated hours of a post office will occur as a result of this amendment to clause 11.12. Rather, where this amendment results in a new Senior Assistant position, this Senior Assistant position will replace an existing full-time Assistant position in the post office.

If there is no full-time assistant in an eligible office, the Corporation will take no action until a vacancy allows for the creation of a full-time Senior

Assistant position without increasing the authorized allocated hours of the office. The Corporation agrees it will not combine positions to create a Senior Assistant position until there is a vacancy in the office.

Finally, where a Senior Assistant position is to be created in an office where there are two Assistants working the same number of hours, the Senior Assistant Position will be given to the most qualified Assistant.

Sincerely,

**Barbara Zdansky
Chief Negotiator**

**LABOUR RELATIONS
CANADA POST CORPORATION
2701 RIVERSIDE DR SUITE N0060
OTTAWA ON K1A 0B1**

**Ms. Leslie Schous
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1**

June 4, 2010

RE: Uniforms for Group Postmasters

Dear Ms. Schous,

This will confirm the parties' agreement during collective bargaining regarding the provision of uniforms to Group Postmasters.

It is agreed that Group Postmasters who do not operate another business or engage in other employment on the same premises as the Post Office shall be entitled to uniforms, as per the language of Article 53.

Group 1 and 2 Postmasters shall receive the entitlements outlined in clause 53.02(c) of the collective agreement. Group 3, 4, 5 and 6 Postmasters shall receive uniform entitlements, as per clause 53.02(b) of the collective agreement.

Group Postmasters entitled to uniforms shall be expected to wear the uniforms, in accordance with the Corporation's Dress Code for Uniformed Employees.

Sincerely,

**Barbara Zdansky
Chief Negotiator**

**Ms. Leslie Schous
Chief Negotiator
Canadian Postmasters and Assistants Association
281 Queen Mary Street
OTTAWA ON K1K 1X1**

June 4, 2010

RE: Supplemental Allowance for Postmaster-Provided Premises

Dear Ms. Schous,

This will confirm the parties' agreement during collective bargaining regarding the provision of an allowance to supplement the leasing allowance currently paid to eligible Postmasters.

In response to the Association's demands that the Corporation provide financial assistance to offset the costs of operating Postmaster-provided post offices (e.g. telephones and insurance), the Corporation agrees as follows:

- 1. The Corporation shall establish a fund of \$420,000 annually to compensate employees for certain insurance and telephone expenses as follows.**
- 2. Postmasters in non-Corporate owned and non-Corporate leased premises whose premises are either stand-alone (not attached to another building) or in residential premises and who have provided commercial (or equivalent) insurance may submit a claim for reimbursement. That claim may be made by filing a written declaration stating that they have needed to provide such commercial insurance during the previous year. The claim must be received by June 30 of each year for the previous year.**
- 3. Postmasters in all non-corporate owned and non-Corporate leased premises who are required to use a telephone line that is not provided by Canada Post, or for which the Postmaster does not receive reimbursement from Canada Post, may request a reimbursement payment for the expense of using another telephone for Canada Post**

business. That claim may be made by filing a written declaration that they have needed to do so during the previous year. The claim must be received by June 30 of each year for the previous year.

- 4. The Corporation shall pay each person who has made a claim the sum of \$700. by August 31, of the same year. In the event that there are insufficient funds for the claims received, each person who has properly submitted a claim shall receive a prorated share of the fund.**
- 5. In addition to the entitlement set out above, the Corporation shall continue its current practice of providing a reimbursement to employees who are required to provide a line for the Corporation's RPS (or similar) terminals.**

Sincerely,

**Barbara Zdansky
Chief Negotiator**

APPENDIX "I"

LEASING ALLOWANCE

The Corporation shall pay the following leasing allowance rates:

<u>Classification</u>	<u>Rate as at April 1, 2010</u>	<u>Rate as at April 1, 2011</u>	<u>Rate as at April 1, 2012</u>	<u>Rate as at April 1, 2013</u>	<u>Rate as at April 1, 2014</u>
Group 1	\$ 974.00	\$ 1,003.00	\$ 1,033.00	\$ 1,064.00	\$ 1,096.00
Group 2	\$ 1,226.00	\$ 1,263.00	\$ 1,301.00	\$ 1,340.00	\$ 1,380.00
Group 3	\$ 1,450.00	\$ 1,494.00	\$ 1,539.00	\$ 1,585.00	\$ 1,633.00
Group 4	\$ 1,851.00	\$ 1,907.00	\$ 1,964.00	\$ 2,023.00	\$ 2,084.00
Group 5	\$ 2,179.00	\$ 2,244.00	\$ 2,311.00	\$ 2,380.00	\$ 2,451.00
Group 6	\$ 2,663.00	\$ 2,743.00	\$ 2,825.00	\$ 2,910.00	\$ 2,997.00
Grade 1	\$ 3,012.00	\$ 3,102.00	\$ 3,195.00	\$ 3,291.00	\$ 3,390.00
Grade 2	\$ 3,339.00	\$ 3,439.00	\$ 3,542.00	\$ 3,648.00	\$ 3,757.00
Grade 3	\$ 3,683.00	\$ 3,793.00	\$ 3,907.00	\$ 4,024.00	\$ 4,145.00
Grade 4	\$ 3,999.00	\$ 4,119.00	\$ 4,243.00	\$ 4,370.00	\$ 4,501.00
Grade 5	\$ 4,341.00	\$ 4,471.00	\$ 4,605.00	\$ 4,743.00	\$ 4,885.00
Grade 6	\$ 4,688.00	\$ 4,829.00	\$ 4,974.00	\$ 5,123.00	\$ 5,277.00

APPENDIX “J”

GUIDELINES FOR FIELD SUPPORT DUTIES

General:

- FSD are duties that relate to the operation of a CPAA office, other than the normal administration of the employee’s home office (whether those duties are performed in the home office or not).
- All employees are eligible to volunteer for FSD.
- FSD shall not involve any part of the discipline process.
- FSD shall not include approval of leave, hours, or making other decisions regarding the operation of another Post Office.

Training:

- Give training on an as needed basis.
- Identify training needs consistent with the completion of QAR.
- Participate in the development of training packages consistent with the National training standards.
- Participate in producing training packages for local initiatives.
- Organize training sessions.
- Facilitate training within the CPAA bargaining unit.

Communication:

- Telephone cascading.
- Cascading written information.

Merchandising:

- Assist with the layout of merchandising displays.
- Collect and distribute surplus/obsolete retail and or office supplies.
- Coach on merchandising basic principles.
- Assist with product knowledge.
- Participate in sales initiatives.
- Mystery Shop.

Property Maintenance:

- Assist Postmaster with Property Maintenance Management Process.

Staffing:

- Participate as a member on rating boards in accordance with existing staffing policy.
- Assist with logistics for competitions.

Administrative Support:

- Provide support to employees on the application of CPC rules, regulations and procedures.
- Perform quality assessment reviews (QAR).
- Financial audits.
- Update postal box directories.
- Receive and submit bulk requisitions.
- Receive and distribute supplies.
- Assist Postmaster with surveys concerning changes in rural routes.
- Provide support for CPC special projects within the bargaining unit.
- Support visual office implementation.
- Assist with the opening and transfer of post offices.
- Equipment inventories – recommendations.
- Assist in setting up local area meetings.
- Administrative data compilation.
- Provide assistance upon Postmaster's request.
- Compilation of leave records beyond home office.

Notes:

1. This list may be applied in whole or in part according to local preference.
2. Any additions or deletions to the list for FSD will be subject to approval between the two parties at the National level.

APPENDIX “K”

HEALTH AND SAFETY

- (1) An employee who wishes to raise a health and safety concern shall first do so with his immediate supervisor.
- (2) If the concern is not resolved, the employee may refer the issue to the health and safety representative for the office together with the responsible Local Area Manager (or his equivalent), who will review the matter.
- (3) In the event that the Local Area Manager, the health and safety representative and the employee are unable to agree to a resolution of the concern, any of these may refer the matter to the Branch-Director Health and Safety Committee.
- (4) The Committee shall meet and review the complaint and any available information. The Committee shall obtain any additional required information and may retain the services of experts or advisors, if necessary. In the event the Committee is unable to resolve the concern, it shall be referred to the Regional General Manager. The Regional General Manager may attempt to resolve the concern; if he fails to do so, it shall be referred to the national policy health and safety committee.
- (5) The national policy health and safety committee shall meet as required to deal with any matters referred to it or at such times as any of its members convene a meeting to discuss policy or issues of general application to the CPAA bargaining unit.
- (6) Nothing in this process prevents any of the participants from referring the concern to Human Resources **and Skills** Development Canada at any stage, **as per the *Canada Labour Code***.
- (7) At each stage of the process set out in this Appendix, a report shall be completed in a form agreed between the Corporation and CPAA. At the first step, the health and safety representative shall complete the form. In all subsequent steps, the Corporation's representative shall complete the form. The person responsible for completing the

form shall transmit it as soon as possible to the Branch-Director Health and Safety Committee.

***APPENDIX "L"**

MEMORANDUM OF AGREEMENT

BETWEEN

CANADA POST CORPORATION

AND

THE CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION

RE: CORPORATE ACHIEVEMENT BONUS

The terms and conditions of the Corporate Team Incentive Plan, save and except for the requirement to receive a performance appraisal rating, which are applicable to eligible personnel within the Corporation, shall apply to Association members who are indeterminate employees of the Corporation for the duration of this collective agreement. The Corporate Team Incentive Plan will also be known as the Corporate Achievement Bonus as it applies to eligible employees represented by the Association.

The Corporate Achievement Bonus will have an incentive potential of **four** percent (4%) per fiscal year for meeting Corporate performance targets. Also, there is a potential for earning more than **four** percent (4%) if the Corporation exceeds the targets it sets and less than **four** percent (4%) if the Corporation does not meet the targets it sets.

Part-time employees will be eligible for pro-rated incentive payments under the Corporate Achievement Bonus based on actual hours paid, as opposed to scheduled hours. Group Postmasters in non-Corporate owned/leased premises will be eligible for the incentive payment based on actual hours paid, inclusive of the 1/3 formula. For further clarity, incentive payments are not based on overtime hours and acting pay.

Effective January 1, 2010, notwithstanding the terms and conditions of the Corporate Team Incentive Plan, term employees with continuous employment who are appointed to an assignment of greater than six (6) months for twelve (12) or more scheduled hours per week will be eligible for pro-rated incentive payments under the Corporate Team Incentive Plan

based on actual hours paid, provided that they are actively employed on December 31, as well as on the date of the payout, as determined by the Corporation, and they meet all of the other requirements for payment as outlined in this Appendix and in the terms of the Corporate Team Incentive Plan.

The Corporation may modify any of the terms and conditions of the Corporate Achievement Bonus for the then 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.

The Corporation recognizes that the Corporate Achievement Bonus is used to measure the overall performance of the Corporation and not to measure individual members or individual post office targets.

For the purposes of incentives, the Corporation's "fiscal year" shall mean the period from January 1 to December 31 of each year.

SIGNED in OTTAWA, PROVINCE OF ONTARIO, this **16th** day of **August**, 2010.

Canada Post Corporation

Canadian Postmasters and Assistants
Association

APPENDIX "M"

MEMORANDUM OF AGREEMENT

BETWEEN

CANADA POST CORPORATION

AND

THE CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION

RE: CONSULTATIVE COMMITTEE ON BENEFITS

1. This is to advise that the Corporation agrees to continue to facilitate a committee designated as the "Consultative Committee on Benefits", composed of four (4) representatives selected by the unions and four (4) representatives selected by the Corporation. The Canadian Postmasters and Assistants Association (CPAA) and the Union of Postal Communications Employees (UPCE) shall select one (1) person each to sit on the Committee. The Canadian Union of Postal Workers (CUPW) shall select two (2) representatives to sit on the Committee. Should either the CPAA or UPCE choose not to designate a representative, CUPW will designate an additional representative.
2. Either party may replace one of its representatives on the Committee at any time.
3. The mandate of the Committee will be to consult and make non-binding recommendations to the Corporation on the following matters pertaining to the Insurance Plans mentioned in clauses 34.01, 34.02 and 34.03 of the collective agreement between the Corporation and CPAA (the "Plans").
 - a) appropriate means of ensuring that all employees are aware of the benefits to which they are entitled under the Plans and of the procedures to be followed in the applicable claims or appeal process;
 - b) improvements and changes which could be made to the Plans;

- c) any question or complaint submitted by an employee or the parties, other than those that may be dealt with in the claims or appeal process.
4. To assist the Committee in fulfilling its mandate, it will be provided with the financial information on the administration and claims experience of the Plans.
5. The Committee shall determine its own procedures.
6. Each party shall pay the salary or fees of its representatives on the Committee.
7. The Committee will meet quarterly or more often as agreed to by the Committee.
8. Unless the parties otherwise agree, the discussions in the meetings of the Consultative Committee on Benefits are in addition to, and do not replace the consultation obligations contained elsewhere in this agreement.

SIGNED in OTTAWA, PROVINCE OF ONTARIO, this 3rd day of October , 2006.

ORIGINAL SIGNED BY

– ORIGINAL SIGNED BY

B. Zdansky
Canada Post Corporation

P. Fagan
Canadian Postmasters and Assistants
Association

APPENDIX “N”

MEMORANDUM OF AGREEMENT

BETWEEN

CANADA POST CORPORATION

AND

THE CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION

RE: JOB EVALUATION PLAN

The parties recognize the desirability of implementing an amendment to the Job Evaluation Plan identified in Article 59 of the collective agreement. The parties also recognize and support the principle of equal pay for work of equal value as defined in the *Canadian Human Rights Act*.

The amendment to the existing Job Evaluation Plan shall apply to all positions in the bargaining unit and continues to meet the following requirements:

- (a) Be free of gender bias and shall meet the requirements of section 11 of the *Canadian Human Rights Act*; and
- (b) Not discriminate against any employee or group of employees in the bargaining unit on the basis of any of the grounds prohibited by the *Canadian Human Rights Act*.

The parties therefore agree to the following Job Evaluation Plan amendments:

- 1.0 In recognition of the increase in the number of employees supervised, the points cap for level 4 of Question 8 shall be increased to a total not to exceed one hundred and fifty (150) points from one hundred (100) points. The reference to “employees” is as defined in Article 2 of the collective agreement.
- 2.0 In recognition of the increase in the number of points of call, the points cap shall be increased to a total not to exceed fifty (50) points from thirty (30) points for Question 11. The Points of Call types are those specified in Question 11 of the Job Evaluation Questionnaire.

- 3.0 To account for the supervision of Rural and Suburban Mail Carriers, the points for Question 10 (a) Degree Number 2 of the "Factor Transformations and Weightings" table dated October 15, 1996, will be increased to twenty (20) points from ten (10) points.
- 4.0 With regards to paragraphs 1.0, 2.0 and 3.0 above, the "Factor Transformations and Weightings" table dated October 15, 1996, will be amended accordingly.

The Parties also agree that:

- 5.0 There shall be no changes between the levels within the Group post offices and within the Grade post offices as a result of the amendment to the Job Evaluation Plan.
- 6.0 As a result of paragraphs 1.0, 2.0 and 3.0 of this Memorandum of Agreement, there may be cases where Group Non-Corporation owned/leased post offices could be converted to a Grade office. However, in these cases, the Postmaster will continue to provide the premises.
- 7.0 The Corporation has the necessary information to implement the above amendments to the affected positions and will not reissue the Job Evaluation Questionnaire to accommodate the above amendments. The information relied upon by the Corporation will be provided to the Association.
- 8.0 The total Job Evaluation Plan points will increase to one thousand and eighty (1,080) points from one thousand (1,000) points to accommodate the above amendments and the creation of a new pay level. As a result, the current classification Level 6 will be divided into two levels, 6A and 6B. Level 6B will range from eight hundred forty-one (841) to nine hundred sixty (960) points. The new Level 6A will range from nine hundred sixty-one (961) to one thousand eighty (1,080) points. The new rates of pay for Level 6A will be included in Appendix A of the collective agreement.
- 9.0 The Annual Administrative Allowance for Postmasters and Senior Assistants as set out in Article 42 of the collective agreement (expiry December 31, 2005) will be discontinued as of June 30, 2006.
- 10.0 A new allowance will be introduced for the existing Senior Assistants in offices where the Postmaster position is classified at Level 6A. The rates

and details for this allowance are set out in Article 42 of the collective agreement.

- 11.0 This Memorandum resolves all outstanding issues regarding the Job Evaluation Plan, including, but not limited to, the supervision of employees, points of call, and the supervision of Rural and Suburban Mail Carriers.
- 12.0 The Corporation and the Association shall jointly communicate with employees regarding the objectives of, and the progress made under, this Memorandum.
- 13.0 The amendments as identified in paragraphs 1.0, 2.0, 3.0 and 10.0 above, will take effect on July 1, 2006.

SIGNED in OTTAWA, PROVINCE OF ONTARIO, this 3rd day of October , 2006

ORIGINAL SIGNED BY _____ ORIGINAL SIGNED BY_

B. Zdansky

P.Fagan

Canada Post Corporation

Canadian Postmasters and Assistants
Association

APPENDIX "O"

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CANADA POST CORPORATION

AND

THE CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION

CONCERNING A 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, 2011.

As of January 1, 2011, all sick leave credits accumulated up to December 31, 2010, 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 Article 25 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. A term employee with continuous employment shall have access to short term disability benefits where he is appointed to one assignment of greater than six (6) months and at least forty (40) scheduled hours of work per month.**
- 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; and**
 - (d) During a period in which he is on leave of absence without pay or suspension.**

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 illness or injury.**
- 2. A term employee's short term disability benefits will cease at the end of his assignment, unless he was scheduled to begin another assignment (of greater than six (6) months and forty (40) hours per month) within seven (7) days of the conclusion of the previous assignment.**
- 3. 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.

4. The qualifying period to be eligible for short term disability benefits is as follows:
 - a. Accident: 0 days
 - b. Hospitalization: 0 days
 - c. Illness: 7 calendar days
5. 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.
6. In the event of illness, an employee may use his Personal Days until the short term disability benefits commence on the eighth (8th) day following the first day of missed work 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.
7. Employees who are approved for short-term disability benefits, shall receive the following benefits:
 - a. During the first 15 weeks of their illness or injury (excluding the seven (7) calendar day waiting period, if applicable), 70% of their regular pay. As well, employees can use their top-up credits, to top-up short-term disability benefits to 100% of their regular pay.
 - b. For the remainder of the 30 week period of their illness or injury, the employee shall receive the difference between 70% of their regular pay and the payment received from Employment Insurance, as per clause 8, below. As well, employees can use

their top-up credits to top-up short-term disability benefits to 95% of their regular pay.

- 8. 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 regular pay to 100% or 95%, as the case may be.**
- 9. 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. This will be topped up as per paragraph 7b above.**
- 10. All short term disability benefits paid to an employee are income for income tax purposes.**
- 11. 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; and**
 - d. Any other disability or retirement benefits, severance payments, or salary continuation benefits resulting from employment.**
- 12. 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.**
- 13. 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.

14. 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; or**
- 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.**

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.**
- 3. 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 claim. 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 Claims Specialist will provide a written decision with detailed reasons and recommendations to the employee and, if authorized by the employee, a copy to a 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 authorized Association representative has 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 an Association representative to represent the employee's interests during this final appeal.

The 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.

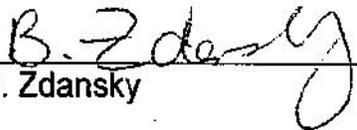
If the parties are unable to agree on an independent occupational health specialist within fifteen (15) working days from the notice to appeal, the Corporation or the Association can make a request to the Minister of Labour for the appointment of an occupational health specialist to conduct a final review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

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 Corporation and the Association.

CANADA POST CORPORATION

CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION


B. Zdansky


L. Schous

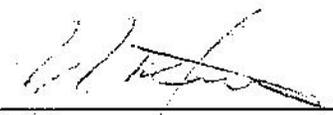

B. Beadow

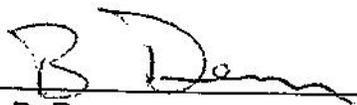

D. Maheux

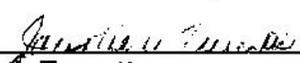

S. Dupuis


D. Hoimyr


C. Schafer


R. Moreton


B. Demers


J. Turcotte


K. Macdonald

SIGNED AT OTTAWA, THIS 16th DAY OF AUGUST 2010.

Arbitration Award dated June 4th, 2010.