**AGREEMENT**

**BETWEEN**

**CANADA POST CORPORATION**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**CLASSIFICATIONS:**

| | |
|---|---|
| **Administrative Services** | **(830)** |
| **Communications** | **(860)** |
| **Clerical & Regulatory** | **(862)** |
| **Computer Systems** | **(831)** |
| **Data Processing** | **(861)** |
| **Drafting & Illustration** | **(850)** |
| **Engineering & Scientific Support** | **(852)** |
| **Electronics** | **(856)** |
| **Engineering & Land Survey** | **(822)** |
| **Financial Administration** | **(832)** |
| **General Technical** | **(853)** |
| **Information Services** | **(833)** |
| **Library Sciences** | **(823)** |
| **Office Equipment** | **(863)** |
| **Purchasing & Supply** | **(837)** |
| **Programme Administration** | **(836)** |
| **Social Science Support** | **(854)** |
| **Secretarial Stenographic & Typing** | **(864)** |

**Expiry Date: August 31, 2020***

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### IDENTIFICATION CODES

* - Indicates a clause that has been modified from the previous agreement.
** - Indicates a new clause.

## I. SCOPE AND RECOGNITION

### ARTICLE 1:
### PURPOSE OF THE AGREEMENT

**1.01 Purpose of the Agreement**

The purpose of this collective agreement between the Public Service Alliance of Canada hereinafter referred to as "the Alliance or the Union" and the Employer hereinafter referred to as "the Corporation", is to establish and maintain rates of pay, hours of work, other working conditions of employment and to provide an appropriate procedure for the resolution of grievances and problems during the term of the collective agreement.

**1.02 Previous Documents and Agreements**

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

**1.03 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 2:
### INTERPRETATIONS AND DEFINITIONS

**2.01* Definitions**

For the purpose of this Agreement:

(a) "*Alliance*" means the Public Service Alliance of Canada;

(b) "*allowance*" means compensation payable to cover special expenses or for the performance of special or additional duties;

(c) "*annual rate of pay*" is the rate of pay set out in "Appendix AA" of this collective agreement;

(d) "*appointment*" means the voluntary movement to another position, in accordance with Article 27 or the compulsory movement to another position at the same classification level in the bargaining unit and within a forty (40) kilometre radius of the employee's previous work location, in accordance with Articles 27 and 28 of the collective agreement;

(e) "*assignment*" means any movement, other than an appointment, to a position, in accordance with Articles 27 and 28 of the collective agreement;

(f) "*bargaining unit*" means the employees of the Corporation as described in the certificate referred to in Article 6 (Union Recognition);

(g) 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 her spouse, and lives and intends to continue to live with that person as if that person were her spouse, and the word "*spouse*" includes a "*common-law spouse*";

(h) "*compensatory leave*" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in her letter of appointment on the day immediately prior to the day on which leave is taken;

(i) "*Component*" means the Union of Postal-Communications Employees of the Public Service Alliance of Canada;

(j) "*continuous employment*" means uninterrupted employment with the Canada Post Corporation and includes:

(i) the service of a person who was appointed to a position in the Public Service in accordance with the *Public Service Employment Act* and who is an "original employee" as defined in the *Canada Post Corporation Act*.

(ii) the service of a person who was appointed to a position in the Public Service in accordance with the *Public Service Employment Act* and who is a "transferred employee" as defined in the *Canada Post Corporation Act*.

(k) "*daily rate of pay*" means an employee's weekly rate of pay divided by five (5);

(l) "*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 her position other than by reason of her being on leave;

(m) "*double time*" means two (2) times the hourly rate of pay;

(n) "*employee*" means a person who is a member of the bargaining unit described in Article 6 (Union Recognition);

(o) "*Employer*" means the Canada Post Corporation as established by the *Canada Post Corporation Act*, and includes any person authorized to exercise the authority of the Corporation;

(p) "*holiday*" means:

(i) the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this agreement;

(ii) in the case of a shift that commences on the day prior to the holiday or ends on the day following the holiday, the shift with the greater number of hours of work within the twenty-four (24) hour period shall be considered as time worked on the designated paid holiday;

(q) "*hourly rate of pay*" means a full-time employee's weekly rate of pay divided by the normal number of hours in her work week;

(r) "*lay-off*" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;

(s) "*leave*" means authorized absence from duty of an employee during her regular or normal hours of work;

(t) "*Local*" means a fully constituted local of the Union of Postal-Communications Employees representing members of the bargaining unit in a particular area;

(u) "*membership dues*" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;

(v) "*overtime*" means in the case of a full-time employee authorized work performed in excess of her scheduled hours of work;

(w) "*part-time employee*" means an indeterminate employee whose regularly scheduled hours of work per week are not less than twenty (20) hours.

Part-time employees may be scheduled to work for less than twenty (20) hours per week if they are employees who work weekends only or employees who request, in writing, to work less than twenty (20) hours per week.

The hours worked by a part-time employee shall not exceed thirty (30) hours per week, averaged over each twenty-six (26) week period of the calendar year;

(x) "*probation*" means a six (6) month probationary period for a person initially appointed to a position within the Corporation for which the Alliance is a bargaining agent. This period shall not include leave without pay, any period of language training or any period of formal training in excess of two weeks provided by the Corporation;

(y)** "*term employee*" means:

(i) an employee hired for a specified period of less than six (6) months duration;

(ii) an employee hired for a project approved by the Corporation for which the duration may be greater than six (6) months but less than twenty-four (24) months and;

(iii) also includes employees hired as replacements for leave of absence situations as provided for in this collective agreement regardless of the duration of the absence;

(iv)** When a term employee described in sub-paragraph (y)(i) has been employed in the same term position for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the Corporation will appoint the employee indeterminately to the position. The Corporation will not frustrate the intent of this paragraph by artificially creating a break in service for the sole purpose of preventing the employee from becoming indeterminate. For greater clarity, term positions described in subparagraphs (y)(ii) and (y)(iii) shall not be counted in the three (3) year period.

(z) "*time and one-half*" means one and one-half (1½) times the hourly rate of pay;

(aa) "*weekly rate of pay*" means an employee's annual rate of pay divided by 52.176.

(bb) "*designation*" means the former Treasury Board Classification assigned to a position prior to the implementation of the new job evaluation plan and its classification standards, and is used solely to identify specific positions in the new plan.

**2.02 Canada Labour Code**

Except as otherwise provided in this agreement, the words used in this agreement if defined in the *Canada Labour Code* have the same meaning as given to them in the *Canada Labour Code*.

## ARTICLE 3:
## PRECEDENCE OF LEGISLATION

**3.01 Precedence**

In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

## ARTICLE 4:
## APPLICATION

### 4.01 General

The provisions of this Agreement apply to the Alliance, employees and the Corporation.

### 4.02 Language of Agreement

(a) Both the English and French texts of this Agreement shall be official.

(b) Unless otherwise expressly stipulated, the provisions of this Agreement apply equally to male and female employees.

### 4.03* Entitlements for Part-Time Employees

Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees, except that:

(a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and a half (7 ½) hours in a day or thirty-seven and a half (37 ½) hours in a week, or at the hourly rate of pay for all hours of work performed up to other daily or weekly hours of work that may be prescribed in accordance with Article 25 (Hours of Work), at time and one-half (1 ½) the hourly rate of pay for all hours of work performed in excess of those hours and at double (2) time the hourly rate of pay for all hours worked on a designated paid holiday and including those entitlements set out in paragraph 25.10(g).

### 4.04 Term Employees

It is understood that the Articles on Technological Change, Job Security, Education Leave Without Pay, and Career Development Leave with Pay, and, subject to clause 24.01, Seniority, shall not apply to term employees whether on full-time or part-time basis.

## ARTICLE 5:
## MANAGEMENT RIGHTS

### 5.01 Rights

It is recognized that the Corporation will exercise its rights and responsibilities to manage, subject to the terms of this collective agreement.

## ARTICLE 6:
## UNION RECOGNITION

### 6.01 Bargaining Unit

The Corporation recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on June 18th, 1993 and as amended on November 19th, 1993.

### 6.02 Part-Time and Term Employees

For purposes of clarity, the Corporation recognizes the Alliance as the exclusive bargaining agent for all part-time and term employees who perform work in the bargaining unit described in clause 6.01 above.

## ARTICLE 7:
## WORK IN THE BARGAINING UNIT

### 7.01 Work in the Bargaining Unit

Work normally and regularly done by an employee in the bargaining unit shall not be performed on a regular basis by another Corporate employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.

## ARTICLE 8:
## CHECK-OFF

### 8.01 Compulsory Check-Off

Subject to the provisions of this Article, the Corporation will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any

month to permit deductions made under this Article, the Corporation shall not be obligated to make such deduction from subsequent salary.

**8.02 Setting of Dues**

The Alliance shall inform the Corporation in writing of the authorized monthly deduction to be checked off for each employee.

**8.03 Beginning of Dues Deduction**

For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each calendar month will start with the first calendar month of employment to the extent that earnings are available.

**8.04 Alliance's Exclusive Right to Membership Dues**

No Trade Union, as defined in Section 3(1) Part I, of the *Canada Labour Code*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Corporation from the pay of employees in the bargaining unit.

**8.05 Remittance of Dues**

The amounts deducted in accordance with clause 8.01 shall be remitted to the Comptroller of the Alliance in the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.

**8.06 Deduction for Other Purposes**

The Corporation agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation. The Corporation will not levy a charge upon the Alliance for rendering this service.

**8.07 Corporation's Liability on Check-Off**

The Alliance agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the Application of this Article, except for any claim of liability arising out of an error committed by the Corporation limited to the amount actually involved in the error.

### 8.08 Statement of Union Dues on T-4 Slips

Canada Post Corporation undertakes to provide a statement of union dues deducted for each calendar year on the employee's T-4 and "*Relevé-1*" slips.

## ARTICLE 9: INFORMATION

### 9.01* Employee Lists

The Corporation agrees to provide, on a semi-annual basis, within five (5) working days of January 1st and July 1st of each year:

(a) To the Local, a list of the name, classification and work location of each employee in the bargaining unit;

(b)* To the National President of the Component, a complete report of each position in the bargaining unit, including both filled and vacant positions, that will identify the name of the incumbent, classification, job number, personnel number, position number, job title, and name or position to which the incumbent reports;

(c) To the National President of the Component, a list of bilingual positions by class, level and location.

### 9.02 Copies of Collective Agreement

The Corporation agrees to supply each employee with a copy of the collective agreement as soon as possible from receipt from the printer or at a maximum of ninety (90) days after signing the collective agreement.

### 9.03 New Employees

The Corporation agrees to acquaint new employees with the fact that a collective agreement is in effect and to provide such employees with a copy of the collective agreement together with an application for membership in the Alliance within five (5) days from the first day of working on the job. In order to allow the Corporation to comply with this provision, the Alliance shall provide the appropriate local management of the Corporation with sufficient quantities of applications for membership in the Alliance.

**9.04 Introduction of Union Representatives**

Where the Union representative is located in the same facility, the Corporation agrees to introduce a new employee, or an employee transferred from another installation, to her union representative and/or alternate on the first day of working on the job.

**9.05 Representatives Outside the Work Location**

If the union representative or her alternate are outside the work location of the employee, the Local will provide the Corporation written notification of the name, address, work location and telephone number of the union representative. The Corporation will provide new and/or newly transferred employees with a copy of such notification.

**9.06* Notification of Newly Appointed Employees**

The Corporation shall provide the Local, within a period of fifteen (15) days, the names, classification, position number and work location of newly appointed employees in electronic format.

**9.07* Documentation to Union/Local**

Whenever one of the events described in the notice of change in Union affiliation or status change form occurs, the Corporation agrees to provide, within a period of thirty (30) days, the Union and the Local concerned with copies of the form duly completed in electronic format.

**9.08 Provision of Relevant Organizational Information**

The Corporation shall provide the Alliance with information indicating the Corporation's authority structure at the Head Office level and by division/region.

**9.09 Copies of the collective agreement for Union Use**

Prior to the printing of the new collective agreement, the Alliance will inform the Corporation in writing as to the number of copies of collective agreements required for their internal use. The total number of copies shall not exceed two (2) times the number of Alliance representatives in Canada Post.

### 9.10 Employee Information Session

Where the Corporation holds an employee information session dealing with a reorganization at the local, regional and/or national level, the Corporation shall endeavor to invite the Local at least one (1) working day in advance.

## ARTICLE 10:
## APPOINTMENT OF UNION REPRESENTATIVES

### 10.01 Appointment of Representatives

The Corporation acknowledges the right of the Alliance to appoint employees as Representatives.

### 10.02 Jurisdiction of Representatives

The Alliance shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure.

### 10.03 Names of Representatives

The Alliance shall notify the Corporation promptly and in writing of the names of its representatives and their area of jurisdiction and of any subsequent changes.

### 10.04 Absence from Work for Performance of Functions of Representatives

The Corporation acknowledges that it will be necessary for employees serving as representatives to leave their work to perform functions provided for in this agreement on behalf of the Alliance. No unreasonable restrictions shall be placed on such employees in the exercise of their functions. This clause shall not be construed as granting any additional leave for the purpose of Alliance Business or other union related activities otherwise provided for in this collective agreement and this clause shall be read together with and subject to the conditions elsewhere contained in this collective agreement.

### 10.05 Access

Representatives of the Alliance or other authorized officers not on Post Office duty will be granted permission to enter the non-public area(s) of a postal installation, provided they identify themselves to the appropriate management representative, state the purpose of the visit and comply with any security requirements in effect for visitors to that facility.

## ARTICLE 11:
## JOINT CONSULTATION

### 11.01 Mutual Benefits

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest. The Corporation shall provide all Component participants in joint consultation meetings with draft minutes of the meetings they attended within twenty-one (21) days of the date that the meetings were held.

### 11.02 Conditions of Employment or Working Conditions

Upon request of either party, the parties shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions governed or not governed by this agreement.

### 11.03 Opportunity to Consult

The Corporation agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended, where such policies, regulations or directives affect conditions of employment or working conditions not governed by this agreement, until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Corporation's proposals.

### 11.04 Reply to Correspondence

The Corporation and the Component agree that, where practicable, they shall reply in writing to each other’s correspondence within ten (10) days of receipt.

## ARTICLE 12:
## PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

### 12.01 Bulletin Boards

Bulletin boards shall be provided by the Corporation for the use of the Alliance at convenient locations as determined by joint consultation between the Alliance and the Corporation. The contents of notices or other material posted on the bulletin boards shall require the prior approval of the Corporation except for notices dealing with Alliance meetings, Alliance elections, and Alliance educational programs. Such approval shall not be unreasonably withheld.

### 12.02 Alliance Literature

The Corporation will also continue its present practice of making available to the Alliance specific locations on the Corporation's premises for the placement of reasonable quantities of literature of the Alliance.

### 12.03 Removal of Documents

The Corporation will allow the Alliance to remove any document, not recognized by the Alliance representative, found on their bulletin boards.

# II. EMPLOYMENT CONDITIONS

## ARTICLE 13:
## DISCRIMINATION

### 13.01 No Discrimination

(a) The provisions of the *Canadian Human Rights Act* shall be adhered to. There shall be no discrimination on the grounds of race, creed, national or ethnic origin, colour, religion, religious affiliation, age, sex, marital status, sexual orientation, family status, mental or physical disability, conviction for an offence for which a pardon has been received or membership or activity in the Alliance.

(b) There is a duty to accommodate in relation to employment up to the point of undue hardship.

**13.02 Mediation**

By common agreement of the Corporation, the authorized representative of the Alliance and the grievor, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement of the Corporation and the authorized representative of the Alliance, and the cost of the mediator's fees and expenses shall be shared equally by the Corporation and the Alliance.

## ARTICLE 14: HARASSMENT

**14.01* Policy Statement**

The Union and the Corporation recognize the right of employees to work in an environment free from harassment on the grounds of race, sex, sexual orientation, national or ethnic origin, gender identity, gender expression, colour, religion, age, marital status, family status, disability and conviction for an offence for which a pardon has been granted. The Corporation undertakes to discipline any person employed by the Corporation engaging in the harassment of an employee.

**14.02 Obligations**

The Corporation has the primary responsibility for ensuring that a harassment-free environment prevails in the workplace and to take appropriate measures to achieve this result. The Union must equally assume all its responsibilities in achieving this result.

**14.03* Definition of Harassment**

(a) For the purposes of this agreement, "harassment" means any conduct, comment or gesture related to any of the grounds stipulated in clause 14.01, which is:

(i) unwanted or may reasonably be considered as unwanted, and

(ii) offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual's employment.

(b)* Notwithstanding the forgoing, harassment is not necessarily limited to the thirteen (13) grounds stipulated in clause 14.01. For example, persistently bullying or berating someone, or using demeaning or patronizing language that may undermine respect in the workplace is considered harassment under this Article.

(c) Sexual harassment is considered harassment under this Article.

**14.04 Definition of Sexual Harassment**

Sexual harassment means, but is not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, deliberate, unsolicited or unwelcome.

**14.05 Grievances Involving Harassment**

An employee may initiate a grievance under this article at any step of the grievance procedure. Grievances under this article will be handled with all possible confidentiality and dispatch by both parties to the collective agreement.

**14.06 Mediation**

By common agreement of the Corporation, the authorized representative of the Alliance and the grievor, the parties may use a mediator in an attempt to settle a grievance dealing with harassment. The selection of the mediator will be by mutual agreement of the Corporation, and the authorized representative of the Alliance, and the cost of the mediator's fees and expenses shall be shared equally by the Corporation and the Alliance.

## ARTICLE 15:
## HEALTH AND SAFETY

**15.01 Policy Statement**

The parties recognize the right of an employee to working conditions which respect for her health, safety and physical well-being.

The Corporation and the Union recognize that the maintenance and development of the employee's 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.

**15.02 Corporation's Obligations**

(a) The Corporation has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

(b) Without limiting the generality of the foregoing, the Corporation shall:

(i) provide and maintain work places, equipment, work methods and tools that are safe and without risk to health;

(ii) inform its employees and their Alliance representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation;

(iii) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;

(iv) provide the equipment, clothing and devices deemed necessary to prevent injury, except where the collective agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, clothing and devices on the job;

(v) ensure that the necessary investigations, inspections and analyses are carried out and cooperate with any health and safety committee established in accordance with this Article, when there are situations liable to endanger the health or safety of employees;

(vi) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;

(vii) maintain and apply corporate procedures relating to the provision, replacement or allowance for safety footwear;

(viii) issue aprons or have a pool of aprons available for samplers and for employees who are required to work with mail bags in the undeliverable mail office or mail rooms.

**15.03 Joint Work Place Health and Safety Committees**

The Corporation and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint work place health and safety committees shall be formed in accordance with the following provisions:

(a) National Joint Work Place Health and Safety Committee

A national labour-management organization known by the name of the "*National Joint Work Place Health and Safety Committee*" shall be established. It shall consist of three (3) Management representatives appointed by the Corporation and three (3) Alliance representatives appointed by the Alliance.

(b) Joint Work Place Health and Safety Committees

Joint Work Place Health and Safety Committees shall be established as per section 135 of the *Canada Labour Code*. They shall consist of three (3) Management representatives appointed by the Corporation and three (3) representatives appointed by the union(s).

(c) Functions of the Joint Work Place Health and Safety Committees

(i) hold meetings at regular intervals;

(ii) receive and settle employees' complaints;

(iii) maintain records of the complaints presented;

(iv) examine the reports concerning the conditions within the workplace and the reports on the safety officers' directives;

(v) cooperate with professional health services;

(vi) establish and support educational programs dealing with health and safety;

(vii) participate in investigations and inspections relating to health and safety;

(viii) develop and maintain related programs and protective measures;

(ix) ensure that related programs are followed;

(x) ensure that accurate records of work accidents are maintained;

(xi) cooperate with government safety officers;

(xii) study information on the actual or possible risks associated with equipment or work methods;

(xiii) study all the Corporation's reports concerning the health and safety of employees within the bargaining unit;

(xiv) establish a list of suitable candidates to receive training and become competent first aid attendants from employees proposed by both parties;

(xv) perform any other function that the National Joint Work Place Health and Safety Committee deems appropriate with a view to improving the administration of the health and safety policy in the workplace.

(d) The employees appointed to the National Joint Work Place Health and Safety Committee or to a Joint Work Place Health and Safety Committee shall perform the duties assigned to them without loss of salary.

(e) (i) The parties agree that any matter brought to the attention of a committee, whether it be the National Joint Work Place Health and Safety Committee or a Joint Work Place Health and Safety Committee, must be dealt with honestly, impartially and in a timely manner. The members of a committee have individual and collective responsibilities to search for facts and solutions to resolve problems.

(ii) When a committee decides that it cannot resolve a problem, it may resort to the services of an impartial outside person, whose qualifications as a safety expert are recognized and who will be invited to join the committee to discuss the problem and propose solutions.

**15.04 Rights and Obligations of the Alliance**

(a) Without limiting the generality of the foregoing, the Alliance, in cooperation with the Corporation, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.

(b) When an Alliance representative notes that the quality of the environment is deteriorating, she is obliged to inform the Corporation without delay in writing, or orally if she believes the situation is urgent.

Accordingly, the Corporation shall:

(i) carry out the necessary inspection, analyses and investigations in the presence of an Alliance representative, and provide her with a copy of the report arising from these inspections, analyses and investigations;

(ii) place the matter on the agenda of the next meeting of the Joint Work Place Health and Safety Committee.

(c) Any investigation report arising from the examination of a problem will be sent to the Local of the Alliance.

(d) If the Alliance or a Local of the Alliance is not satisfied with the results of the investigation report it may request that the Joint Work Place Health and Safety Committee conduct another investigation.

(e) The Alliance representative must be present at all investigations or inspections arising under paragraph (d) of this clause.

**15.05 Rights and Obligations of Employees**

(a) Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.

They must also ensure that they do not endanger the health, safety or physical well-being of other persons in or near the workplace.

(b) Employees must observe the rules and reasonable practices established in connection with health and safety matters as means of protecting themselves and others.

(c) An employee must use or wear the equipment, devices or protective clothing which is placed at her disposal by the Corporation or for which she has been paid compensation.

(d) An employee must inform her supervisor if a protective device or apparatus is missing or defective when such a situation might endanger herself or another employee.

**15.06 Information and Investigations Concerning Work Accidents**

(a) The Corporation shall conduct such investigations as may be necessary to determine the circumstances surrounding work accidents and health hazards arising in the workplace. Such investigations shall be conducted in the presence of an Alliance representative.

Reports of these investigations shall be submitted to the appropriate Joint Work Place Health and Safety Committee, as well as the appropriate Local of the Alliance. The Joint Work Place Health and Safety Committee may request further information from the person who conducted the investigation.

(b) The Corporation shall provide the employees concerned and the appropriate Joint Work Place Health and Safety Committee with a copy of the work accident report.

(c) The Corporation shall provide the Local of the Alliance with a copy of the Provincial Worker's Compensation Board Employer's Report of Accident.

**15.07 Free Transportation in the Event of Serious Illness or Injury**

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

(a) injury on the job, or

(b) a heart attack or other serious ailment which occurs on the job, and to notify the appropriate Local of the Alliance of incidents of this nature.

**15.08 First Aid Training**

The Corporation will encourage employees to take first aid courses and for this purpose will assume the costs of these courses and also the costs of refresher courses required to maintain the validity of a certificate. The applicable Joint Work Place Health and Safety Committees shall select employees for first aid training from the list established pursuant to sub-paragraph 15.03(c)(xiv). The selection of employees for first aid training shall comply with all the Corporation's procedural requirements for first aid training including number of employees and location. Employees selected for first aid training shall be granted time off for the duration of the courses without any loss of salary.

Designated employees who possess a St. John Ambulance first aid certificate or any other first aid certificate recognized by the applicable provincial government shall have access to the first aid room and the first aid kits at all times.

**15.09 First Aid**

(a) The Corporation shall take the necessary measures to ensure that employees can obtain the assistance of a first aid attendant easily and rapidly.

(b) The Corporation shall provide first aid kits in all postal installations, keep the said kits in good condition and make them accessible and available to employees at all times.

(c) A list of all the first aid attendants and the locations in which they may be found shall be posted in all postal installations.

(d) For the purpose of this Article, the expression "first aid attendant" indicates a physician, nurse or employee holding a valid industrial first aid certificate issued by a recognized organization.

**15.10 Medical Examination**

(a) Where the Corporation requires an employee to undergo, for the purpose of this article, a medical examination by a designated qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.

Insofar as possible, an appointment for an examination will be scheduled during the working hours of the employee, but where an appointment for an examination is scheduled during an employee's non-working hours, she shall be excused from duty for a period of three (3) hours on either the shift immediately prior to or the shift immediately following the examination at the option of the employee concerned.

(b) An employee will suffer no loss in regular pay to attend the examination and the Corporation shall assume the cost of any travel expenses in accordance with existing Travel Regulations.

(c) Notwithstanding paragraph (a), should it be advisable in the opinion of the Corporation, that a further medical examination be necessary, the Corporation may require such an examination by a qualified practitioner selected by the Corporation and at the expense of the Corporation.

**15.11 Motorized Equipment**

(a) Only qualified employees designated by the Corporation will be permitted to operate mobile motorized equipment. A period of five (5) minutes shall be allowed at the beginning of the shift prior to the employee operating motorized equipment in order to make sure that it is in good working condition.

(b) The Corporation shall transmit to the appropriate Local of the Union the list of all qualified employees so designated and notify the local of any change thereof.

**15.12 Restriction on Lifting**

No individual employee shall be required to lift by hand, any object in excess of twenty-two point seven (22.7) kilograms.

**15.13 Right of Refusal**

(a) An employee has the right to refuse to do particular work if she has reasonable grounds to believe that the performance of this work will endanger her health, safety or physical well-being, or may similarly endanger another employee.

(b) The employee may not however exercise the right granted her under paragraph (a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the employee.

(c) When an employee refuses to do particular work in accordance with paragraph (a):

(i) she shall inform her supervisor and Union representative without delay;

(ii) she shall suffer no loss of salary during the period for which she withdraws her services;

(iii) she is entitled to be present while the investigation provided for hereinafter is conducted;

(iv) until the situation is remedied, no other employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;

(v) until the situation giving rise to the refusal to work is corrected, the Corporation may assign temporarily the employee to another job providing that it is similar to her own, that the employee does not suffer any loss of salary and that such an assignment does not violate the provisions of the collective agreement.

(d) As soon as the Corporation is informed by the employee, it shall ensure that the necessary investigations, inspections and analyses of the situation giving rise to the refusal to work are conducted; they shall be conducted in the presence of a Union representative and the employee concerned. Should the employee concerned or the Union representative choose not to be present, the investigation may nevertheless proceed.

(e) When the employee seeks, for frivolous reasons, to dishonestly take advantage of this clause, the Corporation will consider the said employee liable to disciplinary measures.

**15.14 Observance of Environment Standards**

The environment standards as determined by the National Joint Work Place Health and Safety Committee and those issued under the *Canada Labour Code* shall be observed at all times.

**15.15 Measuring the Quality of the Environment**

(a) The Joint Work Place Health and Safety Committee will ensure that the instruments necessary for measuring the temperature, humidity, noise, carbon monoxide, lighting and dust levels are available at each regional office and in major postal facilities. In other postal facilities, the necessary instruments shall be available upon request where there are serious reasons to believe that the environment standards are not being complied with.

(b) Analyses of the quality of the environment shall be done at the request of Alliance representatives when they have good reason to believe that the environment standards are not being maintained.

(c) All results of the analyses of the quality of the environment will be placed at the disposal of the local Alliance representative. The Corporation agrees to hold information sessions for local Alliance representatives to explain and familiarize them with the methodology underlying environment measuring techniques.

(d) The Corporation shall permit and facilitate the analyses of the environment by the Joint Work Place Health and Safety Committee.

(e) When deviations from the standards occur or when any problem is identified, the Corporation shall take the necessary measures to correct the situation.

**15.16 Administration of the Legislation**

Any right or benefit not stipulated in this Article and conferred on the employees or the Alliance by any legislation or regulations applicable to the parties in connection with health, safety or the environment in the workplace is an integral part of this Article.

**15.17 Wages Maintained**

An Alliance representative acting pursuant to this Article shall be compensated by the Corporation, at her regular rate of pay or premium rate of pay as specified in this Agreement,

(a) to attend Joint Work Place Health and Safety Committee meetings or to perform any of their other committee functions; and

(b) for the purposes of preparation and travel, as authorized by both chairpersons of the Joint Work Place Health and Safety Committee, whether performed during or outside their regular working hours.

This shall also apply to alternate members only while they are actually performing the functions of the committee member they are replacing.

**15.18 Maternity-Related Reassignment and Leave**

(a) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Corporation to modify her job functions or reassign her to other duties if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or that of the foetus or child.

(b) An employee's request under paragraph (a) above must be accompanied by a medical certificate of a qualified physician of her choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

(c) An employee who has made a request under paragraph (a) above is entitled to continue in her current job while the Corporation examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the Corporation

(i) modifies her job functions or reassigns her, or

(ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her,

and that pay shall for all purposes be deemed to be wages.

(d) Where the Corporation concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Corporation shall so inform the employee in writing and the employee shall be granted a leave of absence without pay for the duration of the risk as indicated in the medical certificate.

(e) An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence without pay during the period from the beginning of the pregnancy to the end of the twenty-fourth (24th) week following the birth, if she provides the Corporation with a certificate of a qualified physician of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

(f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence under this Article shall give at least two (2) weeks notice in writing to the Corporation of any change in the duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**15.19 Studies in the Field of Occupational Health and Safety**

(a) The Union's proposals for studies in the field of occupational health and safety shall be submitted to the National Joint Work Place Health and Safety Committee.

(b) Such proposals shall describe the parameters of the proposed study, that is, its scope, objective, terms of reference, resources, procedure, time frame, selection of study site and study team.

(c) The National Joint Work Place Health and Safety Committee cannot refuse a proposal unless such proposal is unreasonable. In case of disagreement in this matter, the proposal shall be submitted for approval to an expert, as selected by the parties, in the field.

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

## ARTICLE 16:
## POLITICAL PARTICIPATION

### 16.01 Political Participation

The Corporation shall place no restriction on the rights of employees to participate in a manner consistent with Corporate policy in the political process, including the right to run for political office or campaign for the candidate of their choice.

## ARTICLE 17:
## RESTRICTION ON OUTSIDE EMPLOYMENT

### 17.01 Conflict of Interests

Unless otherwise specified by the Corporation as being in an area that could represent a conflict of interests, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Corporation.

## ARTICLE 18:
## EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

### 18.01 Work Disruptions

If employees are prevented from performing their duties because of a strike or lock-out on the premises of a Federal, Provincial, Municipal, Commercial or Industrial Employer, the employees shall report the matter to the Corporation and the Corporation will ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

This article does not apply if the dispute involves the Canada Post Corporation or the Public Service Alliance of Canada.

### 18.02 Change of Job Location

If there is a requirement by the Corporation to change the employee's job location, the Alliance and its authorized representative will be made aware of such change.

## ARTICLE 19:
## GRIEVANCE PROCEDURE

**19.01 Definitions**

In this procedure:

(a) "*Grievance*" means a complaint in writing presented by the Alliance alleging that an employee, group of employees, employees as a whole and/or the Alliance have been aggrieved as set out in clause 19.02.

(b) "*Authorized Representative of the Alliance*" is a person designated by the Bargaining Agent to participate in the processing of a grievance.

(c) "*Alliance Steward*" is a postal employee appointed or elected to act as an authorized representative of the Alliance. When an Alliance steward is unable to perform her function, the Alliance will designate another postal employee to act on her 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 holidays.

(f) "*Urgent Complaint*" is any matter involving safety and health, discharge or suspension and matters which cannot be corrected retroactively including a failure to receive proper pay cheques.

**19.02 Right to Discuss a Complaint and to Present a Grievance**

(a) An employee should discuss a complaint with her immediate supervisor before presenting a grievance through the authorized representative of the Alliance. The supervisor must remind the employee of her right to have an Alliance steward or other authorized representative of the Alliance accompany her during such discussion. The supervisor shall discuss the complaint with the employee in an attempt to resolve the issue.

It is agreed that a discussion between the employee, and/or an Alliance steward or other authorized representative of the Alliance, and the supervisor concerned or a local management representative

may settle the issue and end the need to proceed by way of grievance.

(b) An authorized representative of the Alliance may present a grievance if she believes that an employee, a group of employees, the employees as a whole or the Alliance have been aggrieved or treated in an unjust, prejudicial, or unfair manner.

(c) An employee who wishes to discuss a complaint with a Local Management representative other than her immediate supervisor, prior to submission of a grievance, shall obtain the permission of her supervisor before leaving her work for that purpose. Such permission:

(i) shall not be withheld unreasonably,

and

(ii) shall be granted as soon as reasonably possible.

The employee shall report back to her supervisor before resuming her normal duties.

(d) An Alliance steward shall not be prevented or impeded in any way in the performance of her Alliance duties while investigating a complaint or representing employees in accordance with the provisions of this Article. When an Alliance steward decides to investigate an urgent complaint, she shall obtain her supervisor's permission to leave her work: such permission shall be granted within the following thirty (30) minutes. The Alliance steward shall be allowed a reasonable period of time in which to complete her investigation and she shall report to her supervisor before resuming her normal duties.

(e) Notwithstanding paragraph 19.01(a), a grievance relating to a general question respecting the interpretation or application of the collective agreement may be presented by an authorized representative of the Alliance or the Corporation at any time.

**19.03 Irregularities**

The authorized representative of the Alliance shall present grievances in the manner prescribed in this Article but a grievance shall not be invalid due to the fact it had not been dealt with at the complaint stage or defeated by reason of technical irregularity or the fact that it is not written on or in accordance with grievance forms approved by the parties and provided by the Corporation.

**19.04 Processing of Grievances – General**

Except as otherwise provided in this agreement, a grievance shall be processed through the one step procedure described below:

(a) A grievance shall be submitted by an authorized representative of the Alliance to the grievor's immediate supervisor or another representative of the Corporation so authorized, as the case may be.

(b) The Alliance and the Corporation shall notify each other in writing of the names and areas of jurisdiction of the representatives authorized to represent each party in the presentation of grievances and shall promptly notify each other in writing of changes in these names.

(c) The Corporation 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.

(d) The authorized representative of the Alliance 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.

(e) When the Corporation's representative denies a grievance, the reply shall include the reasons for the denial of the grievance.

(f) The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Corporation and the Alliance.

(g) The Alliance may withdraw a grievance, without prejudice, at any time.

**19.05 Time Limits**

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

(b) The time limits in Article 19 are mandatory unless otherwise agreed in writing between the parties.

**19.06 Hearing and Replying to Grievances**

(a) Within twenty (20) days following receipt of the grievance the Corporation must hold a hearing, normally in the city in which the grievance originated, and reply in writing to the grievance, unless the parties agree to extend the time limits.

(b) Where the Corporation fails to respond to a grievance within the time limits stipulated, the Alliance may refer the grievance to arbitration.

**19.07 Notification of Decision**

The Corporation will forward to the appropriate authorized representative of the Alliance a copy of the Corporation's decision at the same time the Corporation's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

**19.08 Grievances and Replies Sent By Mail**

(a) When it is necessary to present a grievance by mail, the grievance shall be forwarded by registered mail and shall be acceptable as having been:

(i) presented on the day it was postmarked;

and

(ii) received by the Corporation on the date on which the registry receipt is signed.

(b) Similarly, replies to the grievance shall be forwarded by registered mail and such a reply shall be accepted as having been:

(i) forwarded by the Corporation on the date on which it was registered,

and

(ii) received on the date on which the Alliance signed the registry slip for its copy of the reply.

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

**19.09 No Threats or Intimidation**

No person who is employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an employee to refrain from processing a grievance in accordance with provisions of this Article.

**19.10 Distribution of Grievance Copies**

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

Copy 1: to Management
Copy 2: to Management
Copy 3: to National Office of the UPCE
Copy 4: to local of the UPCE/Alliance
Copy 5: to the Employee

**19.11 Right to Arbitration**

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

(a) the interpretation, application, or alleged violation of the collective agreement, including discipline, discharge or separation of employment for any reason whatsoever;

(b) any alteration of an existing working condition concerning the payment to an employee of a premium, an allowance or other financial benefit, or any discriminatory application of such premium, allowance or financial benefit.

**19.12 Referral to Arbitration**

(a) When a grievance has not been resolved to the satisfaction of the Alliance, it may refer such grievance to arbitration within thirty (30) days of receipt of the reply.

(b) When the Alliance decides to refer a grievance to arbitration it shall notify the Corporation in writing of each referral to arbitration. Such referral notice shall contain the name of the proposed arbitrator (in rotation from the list under clause 19.17), the Alliance representatives' names and addresses, and the city where the hearing will be held. Except as provided in this Article, the hearing shall normally be held in the city in which the grievance originated unless an alternate location is mutually agreed upon by the parties.

**19.13 Grievances to be Heard Using Expedited Arbitration**

(a) Except as provided in this agreement or mutually agreed otherwise, grievances shall be heard using an expedited hearing process as set out below.

(b) The parties agree not to use practicing lawyers to argue a case at expedited arbitration.

(c) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

(d) A pre-arbitration meeting shall be held at least ten (10) working days prior to the scheduled hearing date of the grievance.

(e) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief résumé of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of hearing.

When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief résumé of the reasons. The arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing.

(f) The decision of the arbitrator, in the expedited format, shall not constitute a precedent and shall not be referred to in subsequent arbitrations. Further, such decisions may not be used to alter, modify or amend any part of the collective agreement.

(g) Such decisions from the expedited format shall be final and binding upon both parties.

**19.14 Formal Arbitration**

(a) Grievances related to an indefinite suspension, a discharge or separation of employment, classification or a Corporation grievance referred to in paragraph 19.02(e) shall be heard at arbitration using a formal hearing process.

(b) Any other unresolved grievances related to a grievance against an indefinite suspension, a discharge, or a separation of employment will be referred to formal arbitration to be heard together with the former, unless otherwise agreed by the parties.

(c) All classification grievances, grievances relating to a general question respecting the interpretation or application of the collective agreement, Corporation grievances, or group grievances concerning more than one (1) Corporate Division/Region shall be heard at formal arbitration.

(d) If a grievance is susceptible of having national consequences, the General Manager of Labour Relations or her authorized representative for the Corporation or an authorized representative of the Alliance may, by written notice sent to the other party within thirty (30) days of the notice of referral to arbitration, elect to have the grievance heard at formal arbitration. Either party may also elect that, given the nature of the issues raised, the formal arbitration be held in the National Capital Region.

(e) In all cases of formal arbitration, the arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

(f) The decision of the arbitrator shall be binding upon the Corporation and the Alliance and shall constitute a precedent and may be referred to in subsequent arbitrations.

**19.15 Authority of Arbitrator**

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

**19.16 Arbitrator Fees**

The Corporation and the Alliance shall share equally the fees and expenses of the arbitrator.

**19.17* List of Arbitrators**

(a) The arbitrators appearing on each list hereinafter shall act in rotation and in the order in which their name appears on the list. In the event that the arbitrator selected in accordance with this procedure is unable to act, the case will be referred to the next named arbitrator on the list.

(b) Where the list has been exhausted and none of the arbitrators designated therein is able to hear the grievance, the parties shall appoint another arbitrator as substitute. If the parties are unable to agree on the selection of an arbitrator within seven (7) days, either party may apply to the Minister of Labour who will appoint an arbitrator.

(c) A separate, independent rotation using the list in paragraph 19.17(g) shall be established for expedited and formal arbitration hearings.

(d) The parties shall, by mutual agreement, set pre-established expedited hearing dates in each region on an as needed basis. Grievances shall be heard on a first referred, first on basis, unless the parties agree otherwise.

(e) Hearing dates for formal arbitration shall be established on a case by case basis and having regard to the availability of the Arbitrator, the Alliance and the Corporation. Unless mutually agreed otherwise, a hearing date shall be established that is within 120 days from the date of referral to arbitration.

(f) A hearing date may be delayed by mutual agreement, or by the arbitrator.

(g)* The following is a list of agreed upon sole arbitrators for each geographical area to whom grievances may be referred.

| Atlantic | Pacific |
|---|---|
| P. Darby | Kate Young |
| J.A. MacLellan | Mark Brown |
| Peter Barton | Colin Taylor |
| **Québec and Montréal** | **York and Huron** |
| Jean-Guy Clément | William Kaplan |
| Claude Foisy | John Brunner |
| André Rousseau | Russell Goodfellow |
| André Bergeron | Kenneth A. Hinnegan |
| Huguette Gagnon | |
| **Rideau and Head Office** | **Mid-West and Foothills** |
| Michelle Flaherty | A.V.M. Beattie |
| Paula Knopf | David Philip Jones |
| Kenneth A. Hinnegan | Ken Norman |
| John Brunner | |
| Jean-Guy Clément | |

**19.18 Grievance Procedure With Respect to a Classification Grievance**

The parties also agree that a classification grievance shall be processed in accordance with this Article, as amended hereunder:

(a) All time limits for a classification grievance may, at the request of either party, be extended by an additional thirty (30) days.

(b) The duties and responsibilities forming the basis of a classification grievance must be those assigned and performed at the time the decision being grieved was made.

(c) In addition to the job description, evidence as to the duties actually performed would be relevant and admissible evidence under the Grievance Procedure. However, any disagreement between the employee and the authorized supervisor concerning the duties assigned must be identified in the classification grievance proper.

(d) Employees are encouraged to discuss the classification of their position with a management representative who is knowledgeable in classification, before presenting a classification grievance.

(e) Information relevant to the grievance, such as the job description, evaluation and rationale, changes in the duties and statements made by the supervisor or the employee shall be exchanged, prior to the hearing, for the purpose of informal discussion with classification personnel of both parties, if requested.

(f) The Bargaining Agent shall be given at least ten (10) days notice in writing, of the date of the hearing held in Ottawa. When the hearing is held elsewhere, the date and location will be determined by mutual agreement. The Corporation will forward the grievance decision to the employee and a copy to the appropriate authorized Union representative within forty (40) days from the date of filing.

(g) Should the grievance proceed to arbitration the parties will forthwith select an arbitrator with knowledge and expertise in the area of classification matters. Should they be unable to agree on the selection of an arbitrator within seven (7) days, either party may apply to the Minister of Labour to appoint an arbitrator.

(h) The arbitrator shall determine the proper classification of the position, in accordance with the Corporation's classification plan, and shall determine the effective date.

## ARTICLE 20: DISCIPLINE

### 20.01 Written Notice

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

(b) In any arbitration relating to a disciplinary measure, the burden of proof shall be confined to the grounds mentioned in the notice referred to in paragraph 20.01(a) above.

**20.02 Notification of Alliance's Local Representative**

The Corporation shall notify the Local representative of the Alliance that such suspension or discharge has occurred no later than forty-eight (48) hours after such written notification has been given to the employee.

**20.03 Suspension of an Employee during Investigation**

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 ten (10) days. This period of indefinite suspension shall be with pay. If a final decision by the Corporation is not taken within the ten (10) days, 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.

**20.04 Burden of Proof and Evidence**

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

**20.05 Notice of Disciplinary Interview**

The Corporation must advise an employee and the Local of the Alliance twenty-four (24) hours in advance of a disciplinary interview or disciplinary counseling session and indicate the purpose of the meeting, including whether it involves the employee's personal file. The supervisor must remind the employee of her right to have an Alliance steward or authorized representative of the Alliance accompany her. If the employee fails to appear for the interview, or does not explain her inability to do so, the Corporation and the Alliance representative may proceed with the hearing.

**20.06 Personal File**

There must be only one personal file for each employee. No disciplinary report, or document relating to an employee's conduct or performance shall be placed on that file or constitute a part thereof unless a copy of the said report or document is given to the employee within ten (10) days after the date of the alleged infraction or its coming to the attention of the Corporation. No report or document relating to an employee's conduct or performance may be used against her in the grievance procedure or at arbitration unless such a report or document is part of the employee's

personal file. The Corporation must not introduce at any hearing any report or document from the file of the employee of which the employee was not aware at the time of filing.

### 20.07 Attendance Confidentiality

Any information relating to an employee's attendance shall not be publicly disseminated.

### 20.08 Acting Supervisor

An employee appointed on an acting basis to a position having supervisory responsibilities shall not be required to conduct disciplinary interviews with employees in the bargaining unit.

## ARTICLE 21:
## STATEMENT OF DUTIES

### 21.01 At Employee's Request

The Corporation shall, upon written request by the employee, provide within ten working days of that request the employee with a statement of duties, a job description of her position, an organization chart of her work classification level and the point rating allotted by factor.

### 21.02 When Employee First Hired or Reassigned to Another Position

When an employee is first engaged or when an employee is reassigned to another position in the bargaining unit, the Corporation shall, upon written request by the employee, before the employee is assigned to that position, provide the employee with a statement of duties and a job description of her position.

### 21.03 Changes to Job Description and Position

In the event of a change to the job description of the position of an employee, she will be consulted in regard to the change, and within ten (10) working days be provided with a copy of the new job description, at which time a copy will be forwarded to the appropriate Local office, as well as the National office of the Component.

**21.04 Job Description**

The employee's job description shall reflect the duties and responsibilities currently expected of the employee.

**21.05 Job Function and Duties**

The Corporation will endeavour to deliver job descriptions to the National office of the Component within ninety (90) days of the signing of the collective agreement.

## ARTICLE 22: CLASSIFICATION

**22.01* Classification Standards**

With respect to the job evaluation system, the Job Evaluation Plan Manual in effect with the signing of the Memorandum concerning the New Job Evaluation Plan on March 26, 2018 will be used to classify all positions in the bargaining unit until such time as they are superseded by new standards agreed upon by the Alliance and the Corporation.

## ARTICLE 23: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

**23.01 Formal Assessment**

(a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. Upon written request a copy of the assessment form will be provided to her at that time. An employee's signature on her assessment form will be considered to be an indication only that its contents have been read and shall not indicate her concurrence with the statements contained on the form.

(b) The Corporation's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

(c) The format and criteria of employee performance reviews shall be discussed with the bargaining agent.

### 23.02 Personal File As Evidence in a Hearing

The Corporation agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware at the time of filing or within a reasonable period thereafter.

### 23.03 Access To Personal File

Upon request of an employee, at reasonable intervals, the personal file of that employee shall be made available for her examination in the presence of an authorized representative of the Corporation.

### 23.04 Disciplinary Action

Notice of disciplinary action which may have been placed on the personal file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period, or after two (2) years has elapsed since the disciplinary action was taken, whichever occurs first.

### 23.05 Criteria for Evaluation

Criteria for employee performance review shall be made available to the employee before the start of the evaluation period and shall remain unchanged during the evaluation period unless the employee is made aware of the changes.

## ARTICLE 24:
## SENIORITY

### 24.01 Definition of Seniority

Seniority dates of employees appointed to an indeterminate position on or before December 31, 1995 shall be as established pursuant to the memorandum of agreement signed by the parties on November 27, 1996.

Effective January 1, 1996, any person who is not a member of the bargaining unit who is appointed to an indeterminate position in the bargaining unit will accumulate seniority from the date of her appointment.

Effective January 1, 1996, a term employee who is appointed to an indeterminate position, shall have her uninterrupted term employment to the date of indeterminate appointment included in the calculation of her seniority. For purposes of calculating seniority, term employment will be considered to be interrupted where there is an interruption between periods of employment of thirty (30) days or more.

**24.02 Application**

The provisions concerning seniority apply to full-time and part-time employees within their respective seniority lists.

**24.03 Calculation**

The seniority lists will be calculated on the basis of continuous service as defined in clause 24.01 above and will subsequently include days lost or gained for seniority purposes (from the effective date that the lists are compiled).

**24.04 Full-Time/Part-Time**

If a part-time employee moves to a full-time position her seniority as a part-time employee will be recognized on the basis of one hundred (100%) percent credit on the calculation of her full-time seniority.

**24.05 Seniority Rights**

Seniority shall be used to accommodate employees preferences as follows:

(a) selection of shift and work schedules within the work section among positions of a similar nature;

(b) choice of vacation periods within the work section;

(c) in the application of the staffing procedure;

(d) selection of vacant positions of a similar nature within the same work section;

(e) in the application of job security provisions.

**24.06* Loss of Seniority**

An employee shall forfeit her seniority in cases of:

(a) resignation or abandonment;

(b) discharge (dismissal).

**24.07 Accumulation of Seniority**

An indeterminate employee retains and accumulates seniority during all absences or authorized leaves provided by this collective agreement with the exception of the items stated in clause 24.08.

**24.08* No Accumulation of Seniority in These Instances**

The employee retains and only accrues seniority for the first three (3) months of the following leaves:

(a) Clause 42.13 (Leave Without Pay for Personal Needs);

(b)* Clause 42.14 (Leave Without Pay for Long-Term Elder Care and the Care and Nurturing of Children);

(c) Clause 42.16 (Leave Without Pay for Relocation of Spouse).

Except in the circumstances described in clause 24.09, an employee who is assigned, promoted, demoted, transferred, loaned or appointed to a position outside the bargaining unit retains and only accrues seniority for the first six (6) months while outside the bargaining unit. The Corporation will not frustrate the intent of this paragraph by artificially moving employees in and out of the bargaining unit for negligible periods of time for the sole purpose of permitting them to continue to retain and accrue seniority while outside the bargaining unit.

**24.09 Retention of Seniority**

An employee who is assigned to a position outside of the bargaining unit in accordance with Article 28 (Job Security), shall have the right to return to the bargaining unit in accordance with Article 27 (Staffing). Such employee shall on her return be deemed to have continuous service for seniority purposes.

**24.10 Seniority Lists**

Copies of local seniority lists, prepared on a local office basis within the same classification, within the function shall be given by the Corporation to the appropriate Local:

(a) as soon as possible following the signing of the collective agreement;

(b) the Corporation shall provide revised lists every six (6) months thereafter or more frequently as determined through local consultation;

(c) each time the Corporation provides the Local with seniority lists in accordance with this Article a copy of the list(s) shall be posted;

(d) these lists shall indicate the following:

(i) name of employee;

(ii) continuous employment date;

(iii) working office;

(iv) job title;

(v) classification;

(vi) position number;

(vii) seniority date;

(viii) HRID number.

**24.11 Posting of Seniority Lists**

(a) The seniority list(s) referred to in clause 24.10 above shall be posted in appropriate places. Within a period of sixty (60) calendar days of the original posting an employee may challenge the list(s) and ask the Corporation to rectify it.

(b) In cases of amendment the Corporation shall advise the Union in writing.

(c) Once the sixty (60) day period is ended, the list(s) shall be considered official subject to the objections raised during the period of posting.

(d) If the employee is absent during all of the posting period the employee may contest her seniority credit within the next sixty (60) days.

**24.12** Seniority Tie-Breaker**

The Corporation shall assign random ranking numbers to employees for the purposes of seniority tie-breaker.

## ARTICLE 25: HOURS OF WORK

**25.01 General**

For the purposes of this Article:

(a) "*day*" means a twenty-four (24) hour period commencing at 00:00 hours;

(b) "*week*" means a period of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours the following Sunday night;

(c) "*contact centre*" means a work place where the primary function of employees is to deal with inquiries from businesses, organizations or members of the general public regarding Canada Post and its products or services.

**25.02 Notification**

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

**25.03 Day Work**

Except as otherwise provided in this article, a scheduled work week shall be thirty-seven and one-half (37½) hours from Monday to Friday inclusive and the scheduled work day shall be seven and one-half (7½) consecutive hours between the hours of 7 a.m. and 6 p.m. exclusive of a

lunch period of a minimum of one-half (½) hours. The employee may request that her lunch period be extended. Such request will not be unreasonably denied. It is agreed by the parties that the scheduled work week for employees of the EL designation shall be established solely in accordance with the provisions of this clause.

**25.04 Shift Work**

(a) Scheduling of Hours for Rotating or Irregular Shifts

Prior to implementing rotating or irregular shifts in a work function or in a work location in which they previously did not exist, there shall be consultation according to the provisions of clause 25.08. When hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

(i) work an average of thirty-seven and one-half (37½) hours and five (5) days per week,

(ii) work seven and one-half (7½) consecutive hours per day, exclusive of a one-half (½) hour meal period to be scheduled as close to the mid-point of the shift as possible,

(iii) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday which is not worked,

(iv) can obtain maximum opportunities for the number of weekends off.

(b) The standard shift schedule will be 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight, or alternatively 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.

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

(i) on the day it commenced where half or more of the hours worked fall on that day,

or

(ii) on the day it terminates where more than half of the hours worked fall on that day.

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

(d) (i) Meal Periods for Continuous Operations

It is recognized that certain continuous operations require some employees being on the job for a full eight (8) hour shift. In these operations, such employees will be paid for a one-half (½) hour meal period because they will not be able to leave the work place for a meal break. Subject to (ii) below, a specified meal period shall be scheduled as close to the mid-point of the shift as possible. The one-half (½) hour meal period will be paid in accordance with the applicable overtime provisions.

(ii) Meal Periods for Staggered Operations

It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Corporation will make every effort to arrange meal periods at times convenient to the employees.

(e) Employees May Exchange Shifts

Provided sufficient advance notice is given and with the approval of the Corporation, employees may exchange shifts if there is no increase in costs to the Corporation. Such approval will not be unreasonably withheld.

(f) Corporation Undertaking Re: Hours of Work

(i) Except at the time of a shift schedule change, a regularly scheduled shift shall not commence within sixteen (16) hours of the completion of the employee's previous regularly scheduled shift except with the approval of the employee

and

(ii) the Corporation will avoid excessive fluctuation in hours of work.

(g) Bidding – Non-Rotational Shifts

Before the master schedule of work is set up, the employees who work shifts in which an employee does not rotate to different shifts shall, by seniority, bid the shift on which they wish to work among positions of a similar nature.

**25.05 Administration of Work Schedules**

(a) Posting of Master Shift Schedules

(i) The staffing, preparation, posting and administration of shift schedules is the responsibility of the Corporation.

(ii) Following meaningful local consultation, the Corporation shall set up a master work schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

(b) Changes to Scheduled Hours of Work

An employee whose hours of work are changed and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1½). Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement. The Corporation agrees to minimize such changes.

(c) Variations in Weekly and Daily Scheduled Hours

The weekly and daily scheduled hours of work may be varied by the Corporation, following meaningful consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

(d) Request for Flexible Hours

An employee may be granted flexible hours provided that such arrangement is consistent with the administration or operational requirements of the section in which the employee works, results in no increased cost to the Corporation and is mutually agreed to by the

employee and her supervisor. Such request shall not be unreasonably denied.

(e) Compressed Work Week

(i) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Corporation, an employee may complete her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one-half (37½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Corporation. In every fourteen (14) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for her.

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

(iii) Requests under this clause shall not be unreasonably denied.

**25.06 Rest Periods**

The Corporation will provide two (2) rest periods of fifteen (15) minutes each per full working day.

**25.07 Contact Centre Preparatory and Wrap-Up Time**

Applicable only to phone agents receiving calls in contact centres

Preparatory time to a maximum of five (5) minutes will be permitted at the beginning of each working day and employees will not be required to take a call during that time.

Wrap-up time to a maximum of five (5) minutes will be permitted at the end of each working day and employees will not be required to take a call during that time.

**25.08 Changes in Scheduled Hours and Shifts**

(a) When scheduled hours and/or shifts, other than those provided in clauses 25.03 and 25.04 are in existence when this Agreement is signed, the Corporation, on request, will consult with the Alliance on the timing of such hours and shifts and in such consultation establish that such shifts and hours are required to meet the needs of the public and/or the efficient operation of the service. Where shifts and/or scheduled hours are to be changed so that they are different from those specified in clauses 25.03 and 25.04, the Corporation will consult in advance with the Alliance on the timing of such shifts and/or such hours of work and in such consultation will establish that such shifts and/or such hours of work are required to meet the needs of the public and/or the efficient operation of the service.

(b) It is understood that consultation will be held at the local level for fact finding purposes and will be referred to the appropriate Corporation/Alliance levels before implementation.

**25.09* Hours of Work Applicable to Part-Time Employees**

(a) Clauses 25.01, 25.02, 25.04(e), 25.04(g), 25.05(a) and 25.07 of this article apply to part-time employees.

(b) The Corporation may change the schedules of work of part-time employees provided that seventy-two (72) hours advance notice is given to the employee. Whenever possible meaningful local consultation will take place prior to such changes.

An employee whose hours of work are changed and who has not received at least seventy-two (72) hours notice in advance of the starting time of such change, shall be paid for the first shift worked subsequent to such change at the rate of time and one-half (1½). Subsequent shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement. The Corporation agrees to minimize such changes.

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

(c) Part-time employees working more than three point seven five (3.75) consecutive hours will be entitled to an unpaid lunch period of a minimum of one-half (½) hour.

(d) Part-time employees who work more than three (3) consecutive hours will be entitled to a paid rest period of fifteen (15) minutes; part-time employees who work more than six (6) consecutive hours will be entitled to an additional paid rest period of fifteen (15) minutes.

(e) Part-time employees shall, subject to operational requirements, be granted two (2) consecutive days of rest per week. Where operational requirements do not permit consecutive days of rest, consultation with the Alliance shall take place at the local level.

(f) Weekend work other than weekend work performed by employees working weekends only will be allocated amongst part-time employees on an equitable basis, to ensure that they have as many weekends off as possible.

(g) Clause 26.05 only applies in a week when a part-time employee is deemed to have worked her five (5) scheduled days.

## ARTICLE 26:
## OVERTIME

**26.01* General**

Subject to operational requirements, the Corporation shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.

**26.02 Overtime Assignments**

(a) (i) Consistent with the nature of the work or project involved, overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.

(ii) Overtime assignments shall first be allocated in accordance with (i) above to employees who normally and regularly do the work or project in question or who could otherwise be called upon to do that work during regular working hours and who are immediately available.

(iii) Where an insufficient number of employees among those who normally and regularly perform the work in question or who could otherwise be called upon to do that work or project, are

available for overtime, overtime assignments shall be allocated in accordance with (i) above to employees who occupy positions involving similar duties, who can do the work or project in question, and who are immediately available.

(iv) Where an insufficient number of employees who occupy positions involving similar duties and who can do the work or project in question are available for overtime, overtime shall be assigned to the most junior employees in the work or project section occupying positions involving similar duties who can do the work or project in question and who are immediately available.

(b) In the application of (ii) and (iii) above, an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided alternatives for suitable replacement can be found.

(c) Except in cases of emergency, callback or mutual agreement with the employee, the Corporation shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

**26.03 Administrative Procedures**

If required by either party at the local level, the administrative procedures necessary to implement the provisions of clauses 26.01 and 26.02, and more particularly the distribution of overtime on an equitable basis as provided for in the above clauses, shall be established following meaningful consultation at the local level.

**26.04 Overtime Compensation**

Subject to clause 26.08, when an employee works overtime which is contiguous to her regularly scheduled hours of work she shall be paid at the following rates for that time which is in excess of her regularly scheduled hours of work:

– time and one-half (1½) for all overtime worked by her of two (2) hours or less;

– double (2) time for all overtime worked by her in excess of two (2) hours.

**26.05 Day of Rest**

Subject to clause 26.08, an employee who works overtime on a day of rest is entitled to be paid for the time actually worked at double (2) time or a minimum of three (3) hours at double time, whichever is the greater.

**26.06 Reimbursement for Transportation Costs**

When in a situation involving overtime an employee is required to report to work before public transportation services have commenced or to remain at work or to return to work after normal transportation services have been suspended, she shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

**26.07 Commuting Time Not Time Worked**

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

**26.08 Entitlement to Overtime Compensation**

An employee is entitled to overtime compensation under clauses 26.04, and 26.05 for each completed period of fifteen (15) minutes of overtime worked by her:

(a) when the overtime work is authorized in advance by the Corporation or is in accordance with standard operating instructions;

and

(b) when the employee does not control the duration of the overtime work.

**26.09 Recording of Overtime**

Employees shall record starting and finishing times of overtime work in a form determined by the Corporation.

**26.10 Compensatory Leave**

(a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay.

(b) The Corporation shall grant compensatory leave at times convenient to the employee and the Corporation.

(c)* Compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year, and if not liquidated by the end of that fiscal year then payment in cash will be made. Payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in her letter of appointment as at the end of the fiscal year.

(d) The Corporation will pay overtime compensation on or before the second Thursday following the end of the pay period in which it was worked.

**26.11 Meal Allowance**

A full-time employee required to work more than two (2) hours overtime in excess of her daily schedule or shift shall be reimbursed for a meal allowance in the amount of six dollars and twenty-five cents ($6.25). If an employee is required to work three (3) or more hours of overtime she will be provided a paid meal period of one-half (½) hour to be paid at the rate of time and one-half (1½).

**26.12 Meal and Relief Breaks**

An employee performing overtime work shall be entitled to the same meal and relief breaks as she would be provided on a regularly scheduled shift.

**26.13 Exceptions to Payment of Overtime**

Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Corporation.

### 26.14 Non-Contiguous Work

(a) If an employee is given instructions before the beginning of her meal break or before the mid-point of her work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to her work period, she shall be paid for the overtime actually worked at the applicable overtime rate, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

(b) If an employee is given instructions, after the mid-point of her work day or after the beginning of her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to her work period, she shall be paid for the overtime actually worked at the applicable overtime rate, or a minimum of three (3) hours pay at straight time, whichever is the greater.

### 26.15 No Pyramiding of Overtime Payments

For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

## ARTICLE 27: STAFFING

### 27.01 Merit Principle

(a) The Corporation agrees that appointment into any position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle of candidates as determined in paragraph (b) hereunder, unless otherwise specified in this article.

(b) The selection standards as established for each position or class of positions shall be used to assess the merit of candidates as to education, knowledge, experience, skills, or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class.

### 27.02 Definitions

(a) "*Acting appointment*" means the appointment of an employee for a temporary period to a position having an annual maximum rate of pay higher than the annual maximum rate of pay for the position held by the employee.

(b) "*Area of competition*" is a geographical and/or organizational area used to determine the eligibility of employees to participate in a competition. Existing areas of competition shall not be changed without consultation with the Alliance.

However in MAPP areas where the area of competition is local, the local area of competition shall be the MAPP area.

(c) "*Eligibility list*" is a list established following a competition to fill an immediate need or anticipated needs for identical or similar positions to those for which it was established (See Appendix Q). Where an eligibility list is to be established, the Corporation shall indicate the period for which it is valid prior to the competition. This period shall not exceed twelve (12) months from the date it is established.

(d) *"Priority list*" is a list established for the bargaining unit containing the names of employees who wish to return from leave of absence. The list shall contain the classification and level of each employee as well as the date of availability to return to work. The employee's name will remain on the list for a period of twenty-four (24) months from the date of availability to return to work.

(e) "*Recall list*" is a list established for the bargaining unit containing the names of employees who are entitled to be recalled pursuant to paragraph 29.01(a).

(f) "*Surplus list*" is a list established for each classification containing the names of the employees who have been declared surplus to requirements. The lists shall contain the classification and the level of each employee. The employee's name will remain on the list until she is appointed to a vacant position.

(g) "*Temporary appointment*" means the appointment for a temporary period of an employee to a position having the same maximum rate of pay as the maximum rate of pay for the position held by the employee or the appointment for a temporary period of a term employee.

(h) "*Transfer*" is an appointment of an employee to a position at the same classification level or, at the request of an employee, to a lower classification level, or in the case of an employee who is red-circled, to a position at the classification level at which the employee was red-circled.

(i) "*Transfer list*" is a list established for the bargaining unit containing the names of employees who

(i) have requested a transfer from one position to another,

(ii) have been red-circled.

**27.03 Method of Filling Vacancies**

The following steps will be taken in the order indicated when staffing a position for which the Alliance is the bargaining agent.

Candidates shall be entitled to twenty-four (24) hours to consider any offer of employment as per paragraphs 27.03(a) to (k) below or forty-eight (48) hours if the position is located outside of a forty (40) kilometre radius from their present work location. Such offer shall, when possible, be made in writing.

When staffing a full-time vacant position, the Corporation shall consider full-time employees in (a), prior to considering part-time employees in (a), then full-time employees in (b), prior to considering part-time employees in (b), then full-time employees in (c), prior to considering part-time employees in (c), then full-time employees in (d), prior to considering part-time employees in (d), then full-time employees in (e), prior to considering part-time employees in (e), then full-time employees in (f), prior to considering part-time employees in (f), then full-time employees in (g), prior to considering part-time employees in (g), then full-time employees in (h), prior to considering part-time employees in (h), then full-time employees in (i), prior to considering part-time employees in (i).

When staffing a part-time vacant position, the Corporation shall consider part-time employees in (a), prior to considering full-time employees in (a), then part-time employees in (b), prior to considering full-time employees in (b), then part-time employees in (c), prior to considering full-time employees in (c), then part-time employees in (d), prior to considering full-time employees in (d), then part-time employees in (e), prior to considering full-time employees in (e), then part-time employees in (f), prior to considering full-time employees in (f), then part-time employees in (g), prior to considering full-time employees in (g), then part-time employees in (h), prior to considering full-time employees in (h), then part-time employees in (i), prior to considering full-time employees in (i).

(a) The priority list as defined in paragraph 27.02(d) will be consulted and each person whose name appears thereon will be given priority of appointment, based on seniority, to a vacant position in the order indicated below, at an equal classification level within the bargaining unit, for which the employee is qualified:

(i) within the work location in which the employee was working;

(ii) within the Division/Region in which the employee was working;

(iii) in any other Division/Region.

(b) The surplus list as defined in paragraph 27.02(f) will be consulted and each employee whose name appears thereon will be, based on seniority, appointed to a vacant position or offered assignment, at the same or lower classification level, for which the employee is qualified:

(i) within the work location;

(ii) within the Division/Region;

(iii) in any other Division/Region.

Such appointments or assignments will be made in accordance with the procedure in clause 28.10.

(c) The surplus lists for all other classifications will be consulted and each employee whose name appears on one of these lists will be, based on seniority, offered assignment to a position, having the same or lower annual maximum rate of pay of the employee's substantive position, for which the employee is qualified:

(i) within the work location;

(ii) within the Division/Region;

(iii) in any other Division/Region.

Such assignments will be made in accordance with the procedure in clause 28.10.

(d) The transfer list as defined in sub-paragraph 27.02(i) will be consulted and each person, within a forty (40) kilometre radius of the work location, whose name appears thereon will be given priority of appointment to a vacant position at an equal classification level. Appointment from the list shall be made on the basis of qualifications and seniority, except that employees who have been red-circled have priority of appointment over other types of transfer request.

(e) The priority list as defined in paragraph 27.02(d) will be consulted and each person whose name appears thereon will be given priority of appointment, based on seniority, to a vacant position in the order indicated below, at an equal classification level within the bargaining unit, for which the employee has the capability and may within a reasonable period of training become qualified:

(i) within the work location in which the employee was working;

(ii) within the Division/Region in which the employee was working;

(iii) in any other Division/Region.

(f) The surplus list as defined in paragraph 27.02(f) will be consulted and each employee whose name appears thereon will be, based on seniority, appointed to a vacant position or offered assignment, at the same or lower classification level, for which the employee has the capability and may within a reasonable period of training become qualified:

(i) within the work location;

(ii) within the Division/Region;

(iii) in any other Division/Region.

Such appointments or assignments will be made in accordance with the procedure in clause 28.10.

(g) The surplus lists for all other classifications will be consulted and each employee whose name appears on one of these lists will be, based on seniority, offered assignment to a position, having the same or lower annual maximum rate of pay of the employee's substantive position, for which the employee has the capability and may within a reasonable period of training become qualified:

(i) within the work location;

(ii) within the Division/Region;

(iii) in any other Division/Region.

Such assignments will be made in accordance with the procedure in clause 28.10.

(h) The transfer list as defined in paragraph 27.02(i) will be consulted and each person, outside a forty (40) kilometre radius of the work location, whose name appears thereon will be given priority of appointment to a vacant position at an equal classification level. Appointment from the list shall be made on the basis of qualifications and seniority, except that employees who have been red-circled have priority of appointment over other types of transfer request.

(i) The recall list as defined in paragraph 27.02(e) will be consulted and each person whose name appears thereon will be, based on seniority, given priority of appointment to a vacant position at an equal classification level or offered assignment to an equal or lower classification level within the bargaining unit and the work location in which the employee was working, and for which the employee is qualified or has the capability and may within a reasonable period of training become qualified.

A person who refuses an appointment or assignment as outlined above, shall have no further entitlement to be recalled pursuant to paragraph 29.01(a). A person on assignment shall however, remain on the recall list.

(j) The eligibility list as defined in paragraph 27.02(c) will be consulted and an appointment will be made from the list.

(k) If candidates are not identified from paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (i) or (j) above, then appointment will be made from a competition opened to all employees of the PSAC bargaining unit within the area of competition.

(i) Transfer requests received after the commencement of a competition will not be considered for the filling of the immediate vacancy.

(ii) The Corporation will ensure that staffing notices are posted and that a copy of each notice will be sent to the local representative of the Alliance. The Corporation shall have meaningful consultation with the Union prior to altering its means of posting staffing notices.

(iii) Staffing notices requesting interested employees to apply for positions will be posted for at least ten (10) working days.

(l) If candidates are still not identified from paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) or (k) above then the vacant position may be filled by appointment outside the Alliance bargaining unit. In no circumstances will a position be advertised outside the Alliance bargaining unit before the steps mentioned above have been completed.

**27.04 Qualification Factors and Selection Standards and Profiles**

(a) When filling a position, the Corporation will develop a job profile which will include the job requirements. The job profile will be developed based on the duties of the position as well as the selection standards applicable to the classification standards in existence for that position. The qualifications of candidates shall be determined through evaluation of the following requirements:

(1) Basic Requirements

(i) educational and/or certification requirements;

(ii) experience;

(iii) performance in previous and present position.

(2) Essential Requirements

Related knowledge and skills, required abilities and personal suitability needed to do the job.

Note: Unless supported by an evaluation of the employee's performance in previous and/or present position, personal suitability shall not be used as the sole determining factor.

(b) The Corporation shall make every reasonable effort to notify an employee, in writing, in the event that she is screened in or out of a competition prior to a board being established. If an employee is screened out of a competition, the notification, which should be provided to the employee within fifteen (15) days, shall include the reason therefore.

(c) The factors in paragraph 27.04(a) above shall be assigned a pre-determined value and the assessment of these factors shall be done through a review of pertinent documentation as specified herein on the employee's file and, as required, a written examination and/or an interview as deemed necessary so long as written documentation is retained reflecting the candidate's performance in these areas.

(d) All candidates in a competition will be informed of their standing in the competition. Any candidate who wishes to discuss her performance or reasons for her ranking, has a right to be informed of any information or reasons for her ranking provided the employee requests this information within thirty (30) days of having been notified of her standing in the competition. The employee shall be informed of the comments made in any board report or similar documentation concerning the results of the competition within thirty (30) days of requesting this information. A candidate will have the right to grieve the decision and such decisions must be able to stand the test of redress.

(e) When an eligibility list has been established, the Corporation shall not remove or bypass the name of a candidate on the list.

**27.05 Seniority**

In cases where it is found that two or more candidates are considered to equally meet the requirements of the position, seniority will prevail.

**27.06 Reclassification**

The Corporation will provide notice and, upon request, consult with the applicable Local prior to a position being reclassified. Where a position is reclassified and

(a) (i) there is only one employee performing such duties, the incumbent will be reclassified if she is qualified to perform the duties of the reclassified position and if the person has occupied the position for at least six (6) months prior to the reclassification.

(ii) If the incumbent is not considered qualified to perform the full range of duties of the reclassified position and there were significant changes made to the duties, the employee shall be granted a period of at least six (6) months of familiarization and training time to qualify.

(iii) If the incumbent is still considered not qualified to perform the duties of the newly reclassified position after the training, she will be appointed to a position at her previous classification and level if such a position is available. Every attempt will be made to find a position within the area where the employee is presently employed. If a position is not available in that area but one can be found elsewhere within the organization, the employee will be transferred.

(b) When there are several employees performing similar duties, the reclassified position shall be open for competition, but the area of competition will be restricted to the employees affected, to ensure no surplus employee results.

**27.07 Temporary Appointments**

(a) Where a position needs to be filled on a temporary basis; and

(i) the duration of the vacancy is for a period of less than three (3) months it will be filled by a temporary appointment or acting appointment, but only if the appointment cannot be filled with a qualified surplus employee.

(ii) the period of vacancy is for a duration of three (3) months or more, it will be filled by the normal process as outlined in clause 27.03.

(iii) If the duration of the temporary appointment is to exceed twelve (12) months, the Corporation will consult with the Alliance on the reason for the extension beyond this period.

(b) An indeterminate employee who occupies a position on a temporary appointment basis shall retain her status at the end of the temporary appointment and return to work in her class and in the office where she was assigned prior to the temporary appointment.

(c) Where a position cannot be filled by a temporary appointment, it may be filled by an acting appointment.

**27.08 Probationary Period**

(a) The probationary period for a person initially appointed to a position for which the Alliance is the bargaining agent shall be six (6) months. This period will not include leave without pay, leave with pay in excess of two weeks, language training or any formal training provided by the Corporation.

There shall be only one probationary period during an employee's total continuous period of employment in the Canada Post Corporation.

(b) An appraisal report on an employee shall be completed at the end of every thirty (30) day period during her probation. The employee must sign or note having seen the report and in the case of a disagreement, a copy of the report will be provided to the employee at her request.

**27.09 Vacancy Due to a Leave of Absence Without Pay**

Where an employee is granted leave of absence without pay, in accordance with her collective agreement, the Corporation agrees that:

(a) where the period of leave is for twelve (12) months or less, the position will be filled on a temporary basis and the employee who was granted the leave will return to her own position when the leave is completed.

(b) an employee granted leave of absence in excess of twelve (12) months for Alliance business will return to work in her class and the office where she was assigned prior to election or appointment with the Alliance.

(c) an employee who wishes to return from authorized leave of absence of more than twelve (12) months, will be considered for a vacancy at the classification level from which she came and for which she is qualified, on a priority basis, if such a position is available. If a position is not available immediately upon return, the employee's name and available date of return will be placed on the applicable priority list for appointments for a period of twenty-four (24) months therefrom.

Note: For the purpose of this clause, contiguous leaves of absence which in total exceed twelve (12) months will be considered separately in determining employees' entitlements under paragraphs 27.09(a) and 27.09(c).

**27.10 Transfer**

Employee's requests for transfers will be made in accordance with paragraphs 27.03(d) and (h) of this procedure. Employees on term appointments or on probation shall not be eligible for transfer. Requests for transfer shall be valid for twenty-four (24) months from the date they are acknowledged and may be renewed by the employee at the expiration of each twenty-four (24) month period.

**27.11* Distribution of Lists**

A copy of the lists mentioned in paragraphs 27.02(c), (d), (e), (f) and (i) shall be given to the Local on a quarterly basis.

**27.12 Official Languages**

Position language requirements and the selection of candidates to meet those requirements shall be in accordance with Corporate Official Language Policies.

**27.13 Security Clearance**

The Corporate policy on security clearance for selected candidates shall be followed.

**27.14* Position Occupancy Requirement**

(a) When an employee is in a position as a result of a voluntary movement, there shall be a minimum occupancy requirement of twelve (12) months prior to being considered for any new position. In the event that the employee is filling a temporary vacancy, then the

minimum occupancy requirement shall be for the duration of the vacancy, inclusive of any extension(s), for a period of up to twelve (12) months. The minimum occupancy may be waived by the Corporation.

(b)** The position occupancy requirement in paragraph (a) above shall not apply to:

(i) employees who are being promoted to fill a permanent vacancy;

(ii) part-time employees who are being appointed to fill a permanent vacancy for a full-time indeterminate position; and

(iii) term employees in the last sixty (60) days of their current term assignment who are being appointed to fill a permanent vacancy.

## ARTICLE 28:
## JOB SECURITY

### 28.01 General

(a) The Corporation undertakes that as a result of positions being rendered surplus to requirements, there shall be no temporary or permanent lay-off of any employee (excluding term employees) having attained more than five (5) years of continuous employment with the Corporation at the time the positions in question became surplus, provided the employee agrees to be appointed or assigned to another position in accordance with this Article.

(b) The provisions of this Article shall apply to employees (excluding term employees) who were employed in the bargaining unit as of March 24th, 2009, provided such employees agree to be assigned or appointed to another position in accordance with this Article.

(c) The Corporation undertakes that as a result of positions being rendered surplus to requirements, there shall be no temporary or permanent lay-off of any employee (excluding term employees) hired on or after May 12th, 2014 having attained more than ten (10) years of continuous employment with the Corporation at the time the positions in question became surplus, provided the employee agrees to be appointed or assigned to another position in accordance with this Article.

(d) No employee shall be required to accept an assignment or an appointment to a position located more than a forty (40) kilometre radius from her present location.

**28.02* Posting of Information**

(a) The Corporation shall post on the first Monday of each month, in the location in which a surplus of employees has been declared and in each location within a forty (40) kilometre radius of that location a list of all positions that are declared surplus in that location as of the previous Monday.

(b)* The Corporation shall concurrently post a copy of the surplus list as defined in paragraph 27.02(f).

(c) The Corporation shall concurrently post a listing of all vacant positions, which it intends to fill within the forty (40) kilometre radius.

**28.03 Notification in Writing**

The surplus employee shall be notified in writing and a copy of the notice shall be forwarded to the Local President of the Union of Postal Communications Employees and to the National Office of the Component.

**28.04 Mobility**

Within ten (10) working days of notification pursuant to clause 28.03, an employee shall be required to indicate the degree to which she is willing to accept relocation.

**28.05 Prescribed Areas of Employment**

For the purposes of this Article the prescribed areas of employment applicable to surplus employees are as follows:

Area 1: The Atlantic Provinces
Area 2: The Province of Quebec and the National Capital Region
Area 3: Province of Ontario excluding the National Capital Region, and excluding Thunder Bay and westward.
Area 4: Thunder Bay and westward in Ontario and the remainder of Canada.

**28.06 Early Retirement/Separation Incentive**

When a surplus of employees has been identified or is anticipated, the Corporation will post from time to time a notice inviting applications from interested employees who would like to be considered for any potential early retirement opportunities or potential separation incentives. Such applications will be considered valid for six (6) months.

**28.07 Offer for Early Retirement/Separation Incentive**

The Corporation may offer early retirement and/or separation incentives, in amounts to be determined at the discretion of the Corporation, to employees who have made application pursuant to clause 28.06 above. Such opportunities will be offered by order of seniority in accordance with clause 28.08. Where the Corporation meets with an employee to advise them of such opportunities, the employee may request and be represented by a union representative.

**28.08 Order of Offer**

Employees who have applied to be considered for potential early retirement opportunities or separation incentives, will be offered such opportunity, firstly in seniority order to surplus employees and then, in seniority order, to other applicants who would create vacant positions to be filled by surplus employees. These employees will be advised in writing of the payments determined in accordance with clause 28.07 above.

**28.09 Time Limit for Response**

The employee concerned will have ten (10) working days thereafter to decide whether to accept the early retirement or resignation opportunity, as the case may be.

If the employee concerned does not make the election within the time period specified or does not accept the opportunity, the Corporation may offer the opportunity to the next senior employee having made application under clause 28.06 above.

**28.10* Procedure**

The names of surplus employees shall be placed on the surplus list under Article 27 and employees will be appointed or offered assignment to alternate employment opportunities in accordance with the following procedure:

(a) (i) The surplus employee shall be offered alternate employment opportunities at the same classification level within a forty (40) kilometre radius of her work location. If she is not qualified, she may be trained provided she has the capability and may within a reasonable period of training become qualified. If the employee refuses such appointment, she shall be laid off without recall rights or Supplementary Unemployment Insurance Benefits, unless there is a (are) more junior surplus employee(s) at the same classification level within the forty (40) kilometre radius, in which case the employment opportunity shall be offered in order of seniority to the next surplus employee(s) at the same classification level within forty (40) kilometres until the vacancy is filled.

(ii) In the event that the most junior surplus employee refuses the appointment, she shall be laid off without recall rights or Supplementary Unemployment Insurance Benefits and the appointment opportunity shall be re-offered in reverse order of seniority to the surplus employees identified in (i) above. If the surplus employee refuses such appointment she shall be laid off without recall rights or Supplementary Unemployment Insurance Benefits.

(iii) If the employee accepts such alternate employment, she shall be appointed to that position and her name shall be removed from the surplus list. If within the twelve (12) month period following the appointment, the appointment is terminated for any reason other than termination for just, reasonable and sufficient cause, then her name will be placed back on the surplus list.

(b) Should there be no position in paragraph 28.10(a) above, the surplus employee shall be offered alternate employment opportunities at the same classification level within her prescribed area of employment to available vacancies in accordance with clause 27.03.

(c) Where an employee accepts a relocation opportunity, the expenses involved shall be the responsibility of the Corporation in accordance with the then current policy of the Corporation.

(d)* Notwithstanding paragraph 28.01(d), should an employee refuse to accept relocation in her prescribed area of employment but outside of a forty (40) kilometre radius of her work location, she shall opt to either be laid off with recall rights and SUB Plan benefits in accordance with Article 29 or be assigned to available vacancies

within a forty (40) kilometre radius at the same or lower classification level in accordance with clause 27.03.

Should there be no position in paragraphs 28.10(a) or (b) above, an employee shall be assigned to available vacancies within a forty (40) kilometre radius at the same or lower classification level in accordance with clause 27.03.

If an employee refuses any assignment(s) within a forty (40) kilometre radius of her work location, she shall be laid off with recall rights and SUB Plan benefits in accordance with Article 29.

(e) Where an employee has been assigned pursuant to (d) above and the maximum wage rate of her former position is greater than the maximum wage rate of the position to which she has been assigned, she shall be paid in accordance with the procedures for red-circled employees contained in clause 31.07 of the collective agreement.

(f) Should there be no vacant positions in the bargaining unit, within a forty (40) kilometre radius of the location in which the employee is presently employed, she may be offered any other work assignment(s) within the Corporation within a forty (40) kilometre radius of the location in which she is presently employed. If an employee refuses such work assignment(s), she shall be laid off with recall rights and SUB Plan benefits in accordance with Article 29. Where an employee has accepted a work assignment(s) outside the bargaining unit, she shall be paid at the rate of pay for the work which she is performing. Where, during a calendar month, her regular straight-time earnings from the work assignment(s) are less than the regular earnings to which she would be entitled from her substantive position, the Corporation will pay a supplement equal to the difference. This supplement shall be deemed to be earnings for the purpose of the Canada Post Pension Plan.

(g) For the term of this collective agreement, an employee who is assigned (as opposed to appointed) to any other work assignments pursuant to paragraph 28.10(f) will continue to be treated as a surplus employee for the duration of the assignment and will be returned to a holding position with surplus status in the bargaining unit should the assignment be terminated for any reason, including the inability or incapacity of the employee to perform the assignment. This status will terminate should she accept appointment to any position.

(h) A surplus employee who relocates to fill a vacant position pursuant to (b) above and who is subsequently appointed to a position within a forty (40) kilometre radius of her former work location, in accordance with paragraphs 27.03(b) and (f), will be entitled to be reimbursed for her relocation expenses in accordance with the then current policy of the Corporation, if the relocation is in excess of forty (40) kilometres from her present workplace. If that surplus employee refuses the appointment, she will be deemed to be appointed to the position to which she has relocated.

(i) No full-time employee will be required to accept a part-time position. This provision does not preclude the Corporation from assigning a full-time employee to a part-time position in accordance with the provisions of paragraphs 28.10(d), (e), (f). The employee shall also be entitled to the provisions of paragraph 28.10(h).

(j) When full-time employees are assigned in accordance with this Article no part-time positions shall be created in the same classification level in the location from which such assignment occurred for a period of six (6) months thereafter unless a full-time position becomes vacant through attrition.

(k)** Notwithstanding paragraph 28.10(e), the following shall apply:

(i) A surplus employee who has been assigned to a vacant indeterminate position one (1) level below her substantive classification level for a period of two (2) years shall then be appointed to that position and shall receive the rate of pay of that position in accordance with Appendix AA.

(ii) If a surplus employee has held a surplus status for more than two (2) years, she shall select one (1) of the following options, within thirty (30) days of such options being provided:

(a) Effective immediately upon making her selection, her regular rate of pay shall be reduced to one classification level below her current classification level; or

(b) She shall accept the departure incentive as referenced in the side letter in Appendix Z of the collective agreement.

**28.11 Language of Work**

An employee will not be required to transfer to a location where the working language is different from that used in the employee's former location.

## ARTICLE 29*:
## LAYOFF, SEVERANCE, TERMINATION

**29.01 Layoff/Recall**

(a) Employees who are laid off shall be entitled to the following:

(i) an employee who has more than six (6) months but less than two (2) years of continuous employment and who is laid off will have the right to be recalled in seniority order for a period equivalent to her length of seniority after the date of lay-off.

(ii) an employee who has two (2) years or more of continuous employment and who is laid off will have the right to be recalled in seniority order for a period of two (2) years after the date of lay-off.

(iii) an employee who has four (4) years or more of continuous employment and who is laid off will have the right to be recalled in seniority order for a period of four (4) years after the date of lay-off.

(b) An employee who is laid off pursuant to paragraph 28.10(a) is not entitled to recall rights as provided for in paragraph 29.01(a).

**29.02 Maximum Severance Benefits**

Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit.

Under no circumstances shall the maximum severance pay provided under Article 29 be pyramided.

**29.03* Supplementary Unemployment Benefits Plan**

The parties agree that the Corporate Supplementary Unemployment Benefits Plan, as amended from time to time and subject to the requirements of the *Employment Insurance Act*, regulations made under that Act, and

competent governmental authorities, shall form part of this collective agreement and shall be available to eligible employees for the term of this collective agreement.

**29.04 Voluntary Early Retirement/Separation Incentive**

At the Corporation's discretion, a voluntary early retirement or a separation incentive may be offered at any time to any employee. Where the Corporation meets with an employee to advise them of such opportunities, the employee may request and be represented by a union representative.

**29.05 Severance Termination**

Indeterminate employees who are employees of the Corporation on November 1, 2004 shall be entitled to an amount equal to the severance pay entitlement they will have accumulated as of December 31, 2004.

**29.06 Entitlement**

The amount to which an indeterminate employee is entitled shall be equal to one week of regular salary for each year of continuous service up to December 31, 2004, to a maximum of twenty-eight (28) weeks. If the employee, based on her anniversary date, has not completed a full year of employment to December 31, 2004, 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 paragraph 4.04 and 29.03 of the collective agreement expiring October 31, 2004.

For the purpose of severance pay a break in service of ninety (90) days or less occurring after October 16, 1981 shall not constitute an interruption in continuous employment.

**29.07 Terms of Payment**

The amount to which an employee is entitled shall be paid in a single payment, at the employee’s discretion, either:

(a) Within six (6) months of the signing of the collective agreement, at the rate of pay of the employee’s substantive position as of December 31, 2004, or

(b) At the time of her retirement, based on the rate of pay of the employee's substantive position during the week prior to her retirement.

(c) In the event of the death of an employee who has not received her severance pay entitlement, such entitlement shall be paid to her estate based on the rate of pay of the employee's substantive position at the time of her death.

(d) An employee who chooses to receive a payment under paragraph 29.07(b), who resigns or is released for incapacity after December 31, 2004 but prior to her retirement, shall be paid the amount set out in paragraph 29.07(a).

(e) The payment of the severance shall not be deemed to be wages and shall not give rise to any additional entitlements and/or allowances.

(f) The amount to which the employee is entitled shall be based on the employee's scheduled hours.

## ARTICLE 30:
## TECHNOLOGICAL CHANGE

**30.01 Definition**

In this Agreement "*technological change*" means:

(a) the introduction by the Canada Post Corporation of equipment or material of different nature or kind than that previously utilized by it in the operation of the business;

and

(b) a change in the manner in which the Corporation carries on the work, that is directly related to the introduction of that equipment or material.

**30.02 Adverse Effects**

In the introduction of technological change the Corporation will seek ways and means of minimizing adverse effects on employees which might result from such change.

**30.03 Notification**

In the introduction of technological change, the Corporation shall notify the Alliance, at least one hundred and twenty (120) days prior to the introduction or implementation of such technological change.

**30.04 Information to be Contained in Notification**

The notice mentioned in clause 30.03 shall be given in writing and shall contain the following information:

(a) the nature of the technological change,

(b) the date upon which the Corporation proposes to effect the technological change,

(c) the approximate number, type and location of employee(s) likely to be affected by the change,

(d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,

(e) all pertinent data relating to the anticipated effects on employees.

**30.05 Canada Labour Code**

In accordance with Part I of the *Canada Labour Code*, Section 51(2)(c)(ii), the parties agree that Sections 52, 54 and 55, do not apply, during the term of this collective agreement, to the Corporation and the Alliance.

**30.06 Consultation on Changes**

Where the Corporation has notified the Alliance of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) days to hold constructive and meaningful consultation in an effort to reach an agreement on solutions to minimize the adverse effects on employees which might result from such change.

**30.07 No Lay Off**

The Corporation guarantees that as a result of technological change there will be no lay-off of regular full-time or part-time employees employed in a position in the bargaining unit, provided such employees are entitled to the provisions of Article 28 (Job Security), and will accept retraining,

reassignment and/or relocation, pursuant to Article 28.

**30.08 Guarantees**

The Corporation sets out the following guarantees for employees covered by this collective agreement who are affected by a technological change, provided such employees are entitled to the provisions of Article 28 (Job Security):

(a) Guaranteed Employment: the Corporation guarantees continuous employment to all employees covered by the Agreement until the signing of the next collective agreement by the parties.

(b) Guaranteed Classification: for the period of continuous employment guaranteed in the previous paragraph, an employee shall retain her classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level.

(c) Guaranteed Pay: to further clarify the intent of this paragraph, the Corporation guarantees full pay and benefits for normal working hours as defined in the collective agreement for the full period of continuous employment guaranteed in paragraph (a) above.

(d) When an employee is transferred permanently from one working place to another, she shall be entitled to a lump sum compensation of $300.00 at the time of her transfer provided that the distance between her residence at the time of transfer and her new working place has increased by three (3) kilometres or more.

**30.09 Expenses**

Expenses involved in retraining shall be paid by the Corporation. The employee's salary shall continue to be paid during retraining.

## III. PAY & BENEFITS

### ARTICLE 31:
### PAY ADMINISTRATION

**31.01 Terms and Conditions under Public Service**

Except as provided in this Article, the terms and conditions governing pay administration as they applied under the Public Service are not affected by this Agreement.

**31.02* Payment of Salary**

An employee is entitled to be paid on a biweekly basis in arrears for services rendered at:

(a) the pay specified in Appendix "AA" for the classification of the position to which she is appointed, if the classification coincides with that prescribed in her letter of appointment;

or

(b) the pay specified in Appendix "AA" for the classification prescribed in her letter of appointment, if that classification and the classification of the position to which she is appointed do not coincide.

**31.03 Where Salary Increment and Revision Coincide**

Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

**31.04 Acting Pay**

(a) When an employee is required by the Corporation to substantially perform the duties of a higher classification level on an acting basis for a period of at least two (2) consecutive days, she shall be paid acting pay calculated from the date on which she commenced to act as if she had been appointed to that higher classification level for the period in which she acts. The pay increment date for an employee in receipt of acting pay shall be the increment date of the employee's substantive position.

(b) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

**31.05 Pay-day on a Day of Rest**

When the regular pay-day of an employee falls on her day of rest, she shall be paid on the working day preceding the day of rest provided that her regular pay cheque is available for distribution.

**31.06 New Classification Standard**

If, during the term of this Agreement, a new classification standard is established, the Corporation shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of the employees on their movement to the new levels.

**31.07 Red Circling**

(a) General

This paragraph supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with this paragraph.

Where the provisions of the collective agreement differ from those set out in this paragraph, the conditions set out in this paragraph shall prevail.

(b) Procedures

This shall apply to the incumbents of positions which will be or have been reclassified since December 13, 1981 to a group and/or level having a lower attainable maximum rate of pay.

Note: The term "*attainable maximum rate of pay*" means the maximum salary rate.

(i) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

(ii) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent this may be cited as Salary Protection Status and subject to Section (iii) (b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

(iii) (a) The Corporation will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of her former position.

(b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same work location, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

(c) An employee transferring under (a) above will be paid in the scale of rates of the new position at the rate nearest to but not less than her former rate and shall retain her former increment date.

**31.08 Pay Increment Periods**

(a) An employee shall be granted pay increments until such time as she reaches the maximum of her classification level.

(b) The pay increment date for all employees in the bargaining unit shall be June 3 of each year.

(c) The applicable pay increments for each classification level shall be as set out in Appendix “A” attached.

**31.09 Change In Status During the Retroactive Period**

Where, during the retroactive period, an employee was paid on initial appointment to the Corporation at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, she shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which she was appointed, and at the discretion of the Corporation, may be paid at any rate up to and including the rate shown immediately below the rate she was receiving.

**31.10 Payment At the New Appendix AA**

Scale of Rates

Except for employees appointed, promoted or transferred in the retroactive period (refer to clause 31.09), all employees shall be paid in the new "AA" scale of rates at the rate shown immediately below their former rate on the relevant adjustment date.

**31.11 Application of the Rates of Pay In Appendix AA**

The rates of Pay in Appendix "AA" that are effective prior to the signing of this Agreement shall apply to employees on strength in the bargaining unit on the date of signing of this Agreement and to persons who have ceased to be employees in the bargaining unit during the retroactive period because of:

(a) moved to another position outside the bargaining unit within Canada Post Corporation;

(b) returned to a position within the Public Service during the retroactive period and still on strength in the Public Service provided such employee(s) did not receive retroactive pay for any of the period in question from the Public Service. Such employees are only eligible for the retroactive pay for the period of time they were with Canada Post Corporation during the retroactive period;

(c) retirement provided the employee is entitled to an immediate annuity or has reached the age of fifty-five (55) and is entitled to an immediate annual allowance pursuant to the Canada Post Pension Plan;

(d) appointed for an indeterminate period and was laid off;

(e) death.

**31.12 Recovery of Overpayments**

When an employee has been overpaid for two or more consecutive pay periods, through no fault of her 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 her local management that the stated recovery action will create a hardship, recovery will not exceed ten (10%)

percent 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.

**31.13 Cost of Living Allowance**

Effective November 1st, 2012 the cost-of-living allowance based on the Consumer Price Index Canada, all items (1992 = 100) shall be paid quarterly to all indeterminate and term employees (who complete more than six (6) months of continuous employment).

(a) The quarters referred to in Clause 31.13 are as follows:

| | | |
|---|---|---|
| November 1, 2012 | to | January 31, 2013 |
| February 1, 2013 | to | April 30, 2013 |
| May 1, 2013 | to | July 31, 2013 |
| August 1, 2013 | to | October 31, 2013 |
| November 1, 2013 | to | January 31, 2014 |
| February 1, 2014 | to | April 30, 2014 |
| May 1, 2014 | to | July 31, 2014 |
| August 1, 2014 | to | October 31, 2014 |
| November 1, 2014 | to | January 31, 2015 |
| February 1, 2015 | to | April 30, 2015 |
| May 1, 2015 | to | July 31, 2015 |
| August 1, 2015 | to | October 31, 2015 |
| November 1, 2015 | to | January 31, 2016 |
| February 1, 2016 | to | April 30, 2016 |
| May 1, 2016 | to | July 31, 2016 |

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

(c) The allowance will be evaluated on a yearly basis.

(i) The first payment for the period November 1st, 2012 to October 31st, 2013 shall become effective when the C.P.I. reaches that index number which is the index published for October 2012 increased by the adjustment factor of seven (7%) percent. For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the October 2012 Index increased by an adjustment factor of seven (7%) percent) 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 paragraph 31.13(b) above.

(ii) The first payment for the period November 1st, 2013 to October 31st, 2014 shall become effective when the C.P.I. reaches that index number which is the index published for October 2013 increased by the adjustment factor of seven (7%) percent. For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the October 2013 Index increased by an adjustment factor of seven (7%) percent) 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 paragraph 31.13(b) above.

(iii) The first payment for the period November 1st, 2014 to October 31st, 2015 shall become effective when the C.P.I. reaches that index number which is the index published for October 2014 increased by the adjustment factor of seven (7%) percent. For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the October 2014 Index increased by an adjustment factor of seven (7%) percent) 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 paragraph 31.13(b) above.

(iv) The first payment for the period November 1st, 2015 to July 31st, 2016 shall become effective when the C.P.I. reaches that index number which is the index published for October, 2015 increased by the adjustment factor of seven (7%) percent. For the first payment the index published at the end of a quarter shall be compared with the adjusted index (that is the October, 2015 index increased by an adjustment factor of seven (7%) percent) 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 paragraph 31.13(b) above.

(d) For the remaining payment(s) the index published at the end of a quarter will be compared with the index published at the end of the previous quarter and paid in accordance with paragraph 31.13(b) above. The final payment will be made for the period up to and including July 31st, 2016.

(e) All payments shall be made as a lump sum and paid in arrears as set out in paragraph 31.13(b) above. Any allowance paid shall not be incorporated into the basic wage rates and shall not affect any premium rates or superannuation, but shall be included in computing pay for statutory holidays and paid leave.

(f) If there is a decrease in the index at the end of any given quarter to an index point level that is less than the index point level that gave rise in the previous quarter to an allowance, the allowance shall be adjusted downward by one (1) cent for each full zero point zero eight (0.08) of a point decrease.

(g) 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.

(h) In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the allowance, such change will be subject to amending the above terms of reference.

## ARTICLE 32:
## SHIFT AND WEEKEND PREMIUMS

### 32.01 Shift Premium

(a) Effective on date of signing, employees shall receive a shift premium of one dollar and fifteen cents ($1.15) per hour for all hours worked, including overtime hours worked, between 6:00 p.m. and midnight and one dollar and forty cents ($1.40) per hour for all hours worked, including overtime hours worked, between midnight and 6:00 a.m.

(b) Where employees are paid this premium for the majority of hours of a regularly scheduled shift, they shall be paid this premium for all hours worked during the shift.

### 32.02 Weekend Premium

(a) Effective the date of signing, employees shall receive an additional premium of one dollar and forty cents ($1.40) per hour for work on Saturday and/or Sunday for hours worked as stipulated in paragraph 32.02(b) below.

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

## ARTICLE 33:
## CALL-BACK PAY

### 33.01 Minimum Compensation

When an employee is recalled to a place of work and such recall has not been scheduled in advance, she shall be paid the greater of:

(a) compensation equivalent to three (3) hours' pay at the applicable overtime rate,

or

(b) compensation at the applicable overtime rate, provided that the period of overtime worked by the employee is not contiguous to her scheduled working hours.

### 33.02 Emergency Situations

Applicable only to employees of the EL Designation

Where, in an emergency situation and as a result of a problem arising, the Corporation, in lieu of calling an employee back to work, contacts the employee to obtain information regarding the operation and/or the repair of a piece of equipment, the employee shall be entitled to compensation equivalent to one (1) hour's pay at the straight time rate.

### 33.03 Reimbursement for Transportation Costs

When an employee is recalled to work overtime under the conditions described in clause 33.01, and is required to use transportation services other than normal public transportation services, she shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

**33.04 Commuting Time Not Worked**

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

## ARTICLE 34: STANDBY

**34.01**

Employees shall not be required to be available on standby during off-duty hours.

**34.02**

Notwithstanding the above, operational requirements in certain departments warrant coverage of off-duty hours. The conditions outlined in clause 34.03 below apply to all positions on the list contained in Appendix "E" and shall be in full force and effect for the term of the collective agreement. If, as a result of operational or organizational change, modifications to the list in Appendix "E" are required, the Corporation undertakes to consult with the Alliance prior to modifying this list.

**34.03**

(a) Where the Corporation requires an employee to be available on standby during off-duty hours, the employee shall be compensated, effective on the date of signing, in an amount equivalent to one (1) hour's pay at straight time, with a minimum of twenty dollars ($20.00) for each eight (8) hour period that she is on standby.

(b) The Corporation agrees that paging devices will be provided without cost to those employees on standby duty, to enable employees to report for duty as required.

(c) In designating employees for standby duty, the Corporation will endeavor to provide for the equitable distribution of standby duties by maintaining the proper standby lists.

(d) No standby duty payment shall be granted if an employee is unable to report for duty when required.

(e) An employee on standby duty who is required to report for work shall be paid in accordance with the provisions for Call-Back Pay of this Agreement.

(f) An employee on standby duty who performs work after having been contacted by the Corporation but who is not required to report to the normal place of work, shall be paid either for the time actually worked or a minimum of fifteen (15) minutes, whichever is greater.

(g) To avoid the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

## ARTICLE 35:
## TRAVELLING TIME

### 35.01 Limited Application of this Article

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

(b) For the purposes of this Article, "*headquarters area*" means an area surrounding the workplace having a radius of sixteen (16) kilometres centered on the workplace.

### 35.02 Travel

(a) When an employee is required to travel outside her headquarters area on Corporation business, the time of departure and the means of such travel shall be determined by the Corporation and the employee shall be compensated for travel time in accordance with clauses 35.03 and 35.04. Travel time shall include time necessarily spent at each stop-over en route provided such stop-over is no longer than three (3) hours.

(b) Applicable only to employees of the ENG designation

With the exception of cases of emergencies, such as urgent operational requirements, the Corporation will provide employees with twenty-four (24) hours advance notice of travel.

(c) Applicable only to employees of the ENG designation

Employees shall not be required to spend more than fifty (50%) percent of their time in a fiscal year in travel status and not more than one (1) month continuously without two (2) weeks at their headquarters area, without their consent.

(d) Applicable only to employees of the EL designation

When, in the performance of her duties, an employee is required by the Corporation to travel by authorized means of transport, time necessarily spent by the employee in such travel shall be compensated for as time worked. Such traveling shall include time necessarily spent at each stop-over provided such stop-over is not longer than three (3) hours.

**35.03 Compensation**

For the purpose of clauses 35.02 and 35.04, the travelling time for which an employee shall be compensated is as follows:

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

(b) For travel by private means of transportation, the normal time as determined by the Corporation to proceed from the employee's place of residence or work place, as applicable, direct to her destination and, upon her return direct back to her residence or work place.

(c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Corporation may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the Corporation's original determination.

**35.04 Rates of Travel Time Compensation**

If an employee is required to travel as set forth in clauses 35.02 and 35.03:

(a) (i) on a normal working day on which she travels but does not work, the employee shall receive her regular pay for the day.

(ii) Applicable only to employees of the ENG designation

on a normal working day on which she travels and does not work at her headquarters area or at a work location, the employee shall receive her regular pay for the day. Travel time in excess of her normal working day shall be compensated at straight time.

(b) On a normal working day on which she travels and works, the employee shall be paid:

(i) her regular pay for the day for a combined period of travel and work not exceeding her regularly scheduled hours for that day,

and

(ii) at the applicable overtime rate for additional travel time in excess of her regularly scheduled hours for that day.

(c) (i) On a day of rest or on a designated paid holiday the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of the number of hours normally scheduled for a regular working day for that employee.

(ii) Applicable only to employees of the ENG designation

On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.

(d) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Corporation, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

(e) Compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year and if not liquidated by the end of that fiscal year, then payment in cash will be made. Payment will be made at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of appointment as of the end of the fiscal year.

### 35.05 Situations Where Travel Time Compensation Does Not Apply

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

## ARTICLE 36:
## RELOCATION AND ISOLATED POSTS

### 36.01 Policies

(a) The current benefit levels being received by employees in the bargaining unit in accordance with the corporate policies dealing with Relocation and Isolated Posts shall be continued unless they are amended through mutual agreement between the parties at the national level.

(b) The policy on Isolated Posts shall continue to apply to employees who were on strength at the date of signing of the collective agreement, for as long as they remain employed with Canada Post Corporation in their present office or any office listed in the policy. Entitlement to the policy on Isolated Posts will not be extended to employees hired or appointed for the first time to an isolated post after the date of signing of the collective agreement.

## ARTICLE 37:
## HEALTH CARE, HOSPITAL INSURANCE AND DENTAL PLAN

### 37.01 Definitions

The following definitions apply for purposes of this article:

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

(b) "*contribution*" means monies directed to the cost of a self-insured Administrative Services Only Plan (the Extended Health Care, Dental and Hearing and Vision Plans) including the cost of the administrative services provided by an insurer;

(c) "*co-insurance*" means the percentage by which the employees and the employer share in the amount of eligible expenses;

(d) "*cost-sharing*" includes, where applicable, premiums, contributions, co-insurance, and deductibles.

**37.02 Extended Health Care Plan**

(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 Coverage option (formerly the "Basic" portion) shall be ninety-five (95%) percent and the contribution of the employee shall be five (5%) percent.

(c) The EHCP co-insurance shall be:

(i) for prescription drug expenses, eighty (80%) percent employer and twenty (20%) percent employee as per the terms and conditions of the Controlled Drug Plan;

(ii) for all other expenses, eighty (80%) percent employer and twenty (20%) percent employee.

(d) (i) Employees covered by the EHCP will not be subject to an annual deductible.

(ii) Sub-paragraph 37.02(d)(i) shall have no application to clause 37.07 for those employees who retired from the period of October 31, 2001 to December 31, 2005.

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

**37.03 Provincial Health Insurance**

The Corporation will pay seventy (70%) percent of the Provincial Medical premium for those provinces which levied a premium on or before June 30, 2004.

**37.04* Dental Plan**

(a) The dental plan agreed upon by the parties shall form part of this collective agreement and shall remain in full force and effect for the term of this Agreement. The Corporation's contribution to the Dental Plan shall be ninety-five (95%) percent and the contribution of the employee shall be five (5%) percent.

Notwithstanding Appendix "F" Article III item 1, all indeterminate employees will be covered by the Dental Plan.

(b)* Effective March 26, 2018, the 2016 dental fee guide shall apply.

(c)* Effective January 1, 2018, the 2017 dental fee guide shall apply.

(d)* Effective January 1, 2019, the 2018 dental fee guide shall apply.

(e)** Effective January 1, 2020, the 2019 dental fee guide shall apply.

**37.05 Vision/Hearing Care Plan**

(a) The Corporate Vision/Hearing Care Plan shall form part of this Agreement and shall remain in full force and effect for the term of the Agreement.

(b) All full-time and part-time indeterminate employees in the bargaining unit shall be covered by the plan, the cost of which shall be borne by the Corporation.

(c) The covered expenses under the vision benefits shall be

(i) a maximum of three hundred dollars ($300.00) for each four (4) year period.

(ii) a lifetime maximum of three hundred dollars ($300.00) for visual correction by laser.

(d) The covered expenses under the hearing benefits shall be a maximum of seven hundred and fifty dollars ($750.00) for each sixty (60) month period.

**37.06 Disability Insurance**

(a) The Corporate Disability Insurance plan shall form part of this Agreement and shall remain in full force and effect for the term of the Agreement.

(b) The Corporation will pay fifty (50%) percent of the Disability Insurance premium.

**37.07* Post-Retirement Health Care Benefits**

(a) For purposes of this Article, a retiree is a regular employee who has retired from the Corporation and who is in receipt of an annual allowance or an Immediate Lifetime Annuity under the Canada Post Corporation Pension Plan (Canada Post Pension Plan).

(b) Until December 31, 2008, subject to the other provisions of this Article, a retiree who has ten (10) years or more of continuous employment on the date of retirement shall be covered by the EHCP if she elects to receive these benefits within sixty (60) calendar days of the retirement or the date on which she starts to receive a deferred pension.

Effective January 1, 2009, subject to the other provisions of this Article, a retiree who has fifteen (15) years or more of continuous employment on the date of retirement shall be covered by the EHCP if she elects to receive these benefits within sixty (60) calendar days of the retirement or the date on which she elects 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) Effective January 1, 2009, 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 *Canada Post Corporation Act* or the *Public Service Superannuation Act* shall also be covered by the EHCP if an application is made as provided for in paragraph 37.07(b) above.

(d) Notwithstanding paragraphs (b) and (c) above, an employee whose employment is terminated shall not be entitled to EHCP if she defers pension entitlements for more than five (5) years.

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

(f)* Subject to paragraphs (g), (h) and (i), 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) For employees who retired on or after January 1, 2006 and before August 12, 2014 the Corporation's contribution to the "Medical" portion of EHCP (this excludes the Optional Expenses Benefit) shall be seventy-five (75%) percent and the contribution of the retiree shall be twenty-five (25%) percent.

(h)* For employees who retired on or after August 12, 2014 and before June 26, 2018 the Corporation's contribution to the "Medical" portion of EHCP (this excludes the Optional Expenses Benefit) shall be sixty-five (65%) percent and the contribution of the retiree shall be thirty-five (35%) percent.

(i)** For employees who retired on or after June 26, 2018, the Corporation's contribution to the "Medical" portion of EHCP (this excludes the Optional Expenses Benefit) shall be fifty (50%) percent and the contribution of the retiree shall be fifty (50%) percent.

## ARTICLE 38:
## LEAVE – GENERAL

### 38.01 Information on Leave Credits

An employee is entitled to be informed at reasonable intervals, upon request, of the balance of her vacation, Personal Days or top up credits.

### 38.02 Retention of Leave Credits

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

### 38.03 No Cumulation of Leave

An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

### 38.04 When Not Entitled to Leave With Pay

An employee is not entitled to leave with pay during periods she is on leave without pay, on educational leave without pay or under suspension.

**38.05 Leave Denied**

When the Corporation denies an employee's application for leave, explanations shall be provided forthwith to the employee. Upon request from the employee, written reasons for the refusal shall be provided.

**38.06 Response**

An employee's request for leave shall be responded to within a reasonable period of time.

**38.07** Leave in Circumstances of Domestic Violence**

The Corporation and the Alliance recognize that employees may experience incidents of domestic violence which could affect the employee in the workplace. Accordingly, the Corporation may grant the employee access to their Leave provisions in situations of domestic violence and such requests shall not be unreasonably withheld.

## ARTICLE 39: DESIGNATED PAID HOLIDAYS

**39.01 Designated Holidays**

Subject to clause 39.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day,

(b) Good Friday,

(c) Easter Monday,

(d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,

(e) Canada Day,

(f) Labour Day,

(g) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,

(h) Remembrance Day,

(i) Christmas Day,

(j) Boxing Day,

(k) One additional day in each year that, in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Corporation, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

and

(l) One additional day when proclaimed by an Act of Parliament as a National Holiday.

**39.02 Eligibility for Pay on a Designated Holiday**

(a) An employee absent without pay on both her full working day immediately preceding and her full working day immediately following a designated holiday is not entitled to pay for the holiday. All paid leave granted under the provisions of Article 41 hereof, will be considered as paid days for the purpose of calculations under this paragraph.

(b) A part-time employee's pay for a holiday shall be based on the average number of hours worked, up to a maximum of eight (8) on the five (5) days she was on duty immediately preceding the holiday. Notwithstanding the preceding sentence, a part-time employee shall not receive less pay than that which corresponds to the number of hours she would have been scheduled to work had it not been a designated holiday.

**39.03 Holiday Falling on a Day of Rest**

When a day designated as a holiday under clause 39.01 coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following her day of rest.

**39.04 Holiday Moved**

When a day designated as a holiday for an employee is moved to another day under the provisions of clause 39.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**39.05 Compensation for Work on a Holiday**

When an employee works on a holiday, she shall be paid:

(a) double (2) time her hourly rate of pay for all hours worked in addition to the pay that she would have been granted had she not worked on the holiday;

or

(b) upon request, and with the approval of the Corporation, she may be granted:

(i) a day of leave with pay (hourly rate of pay) at a later date in lieu of the holiday,

and

(ii) pay at two (2) times the hourly rate of pay for all hours worked by her on the holiday;

(c) where practicable and at the request of an employee, the Corporation will endeavour to grant the leave earned in sub-paragraph 39.05(b)(i) contiguous to the employee's vacation leave;

(d)* if any lieu days cannot be liquidated by the end of the fiscal year they will be carried over into the following fiscal year, or at the request of an employee, they will be paid off at the employee's hourly rate of pay as calculated from the classification prescribed in her letter of appointment at the end of the fiscal year.

**39.06 Work Outside of Headquarters Area During a Holiday**

Applicable only to employees of the EL designation

(a) An employee assigned to duty outside her headquarters area (other than to training courses conducted under Article 45), who cannot

return to her headquarters area for a designated holiday without incurring additional expense to the Corporation shall, if she so requests and sufficient work is available, work the holiday. For such work the employee shall receive her normal daily rate of pay and in addition be paid at two (2) times her straight time hourly rate for all hours worked by her.

(b) An employee who is assigned by the Corporation to undertake training outside her headquarters area and who cannot return to her headquarters area for a designated holiday without incurring additional travel expense to the Corporation, and who is not required by the Corporation to undertake training or perform other work on the holiday, shall receive her normal daily rate of pay and, in addition, upon her return to her headquarters area be granted one day compensatory leave. Such leave will be taken at a time mutually agreed to by the employee and the Corporation.

**39.07 Minimum Compensation**

An employee who reports for work as directed on a designated paid holiday shall be paid for the time actually worked at double (2) time or a minimum of three (3) hours at double (2) time, whichever is the greater.

**39.08 Reimbursement for Transportation Costs**

When an employee is required to report for work and reports on a designated paid holiday which is not her scheduled day of work and is required to use transportation services other than normal public transportation services, she shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

**39.09 Commuting Time Not Time Worked**

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

**39.10 Holiday Coinciding with a Day of Paid Leave**

When a day that is a designated paid holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

## ARTICLE 40: VACATION LEAVE

**40.01 Vacation Year**

The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

**40.02* Credits**

(a) An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which she receives at least ten (10) days pay:

(i) three (3) weeks per vacation year if she has completed less than seven (7) years of continuous employment;

(ii) four (4) weeks per vacation year after she has completed seven (7) years of continuous employment;

(iii) five (5) weeks per vacation year after she has completed fourteen (14) years of continuous employment;

(iv) six (6) weeks per vacation year after she has completed twenty-one (21) years of continuous employment;

(v) seven (7) weeks per vacation year after she has completed twenty-eight (28) years of continuous employment;

(vi) a full-time employee who is not entitled to receive pay for at least ten (10) days in each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 40.02, for each calendar month for which she is entitled to receive pay for at least ten (10) days.

(b)* Notwithstanding paragraph (a) above, employees who were hired into the Corporation on or after May 12, 2014 shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which she receives at least ten (10) days pay:

(i) three (3) weeks per vacation year if she has completed less than ten (10) years of continuous employment;

(ii) four (4) weeks per vacation year after she has completed ten (10) years of continuous employment;

(iii) five (5) weeks per vacation year after she has completed eighteen (18) years of continuous employment;

(iv) six (6) weeks per vacation year after she has completed twenty-eight (28) years of continuous employment;

(v) a full-time employee who is not entitled to receive pay for at least ten (10) days in each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 40.02, for each calendar month for which she is entitled to receive pay for at least ten (10) days.

**40.03 Entitlement to Vacation Leave With Pay**

An employee is entitled to vacation leave with pay to the extent of her earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

**40.04 Fractional Entitlements**

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half (½) day, the entitlement shall be increased to the nearest half (½) day.

**40.05 Scheduling of Vacation Leave With Pay**

(a) Subject to clause 40.08, employees are expected to take all of their vacation leave during the year in which it is earned.

(b) (i) For periods of vacation leave to be taken between June 1 and September 30, selection will be done by employees on the basis of seniority. Selection shall commence not later than January 1 and shall be completed in sufficient time to allow the Corporation to post the vacation leave schedule by April 1.

(ii) The administrative details pertaining to this procedure shall be established following meaningful consultation at the local level.

(c) Subject to Article 24 (Seniority), the Corporation shall schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.

(d) Once an employee's vacation period has been scheduled and approved in accordance with this Article that vacation period may not be displaced by a more senior employee.

**40.06 Approval or Disapproval of Leave**

The Corporation shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Corporation shall give the written reason therefor, upon written request from the employee.

**40.07 Displacement of Vacation Leave**

Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave;

or

(b) is granted leave with pay because of illness in the immediate family;

or

(c) is granted leave pursuant to the Short Term Disability Program;

the period of vacation leave so displaced shall either be added to the vacation period or reinstated for use at a later date.

**40.08 Carry-Over**

Where in any vacation year an employee has not been granted all of the vacation leave credited to her, the unused portion of her vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

**40.09 Return to Duty While on Leave**

(a) No employee shall be required to return to duty after she has proceeded on vacation leave with pay.

(b) Where, during any period of vacation leave with pay, an employee agrees to return to duty in response to a request by the Corporation, she shall be reimbursed for reasonable expenses, as normally defined by the Corporation, that she incurs:

(i) in proceeding to her place of duty,

and

(ii) in returning to the place from which she was recalled if she immediately resumes vacation upon completing the assignment for which she was recalled, after submitting such accounts as are normally required by the Corporation.

(c) The employee shall not be considered as being on vacation leave during any period in respect of which she is entitled under paragraph 40.09 (b) to be reimbursed for reasonable expenses incurred by her.

**40.10 Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, she or her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to her credit by the daily rate of pay as calculated from the classification prescribed in her letter of appointment on the date of termination of her employment.

**40.11 Recovery of Unearned Vacation Pay**

In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, as calculated from the classification prescribed in her letter of appointment on the date of termination of her employment.

**40.12 Abandonment**

Notwithstanding clause 40.10, an employee whose employment is terminated by reason of a declaration that she abandoned her position is entitled to receive the payment referred to in clause 40.10, if she requests it within six (6) months following the date upon which her employment is terminated.

**40.13 Advance Payments**

The Corporation agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

**40.14 Cancellation of Approved Leave**

(a) When the Corporation cancels or alters a period of vacation leave which it had previously approved in writing, the Corporation shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Corporation may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Corporation.

(b) Approved vacation leave will only be cancelled or altered in an emergency arising out of unforeseeable circumstances. The employee shall be provided with an explanation of the circumstances necessitating such action.

**40.15* Vacation Pay for Part-Time Employees**

(a) Notwithstanding the provisions of clause 40.03, a part-time employee shall receive vacation pay equal to a percentage of her previous calendar year's earnings in lieu of vacation leave with pay. This percentage shall be:

(i) six (6%) percent if the employee has completed less than seven (7) years of continuous employment;

(ii) eight (8%) percent after the employee has completed seven (7) years of continuous employment;

(iii) ten (10%) percent after the employee has completed fourteen (14) years of continuous employment;

(iv) twelve (12%) percent after the employee has completed twenty-one (21) years of continuous employment;

(v) fourteen (14%) percent after the employee has completed twenty-eight (28) years of continuous employment.

(b)* Notwithstanding the provisions of clause 40.02 and paragraph (a) above, part time employees who were hired into the Corporation on or after May 12, 2014 shall receive vacation pay equal to a percentage of her previous calendar year's earnings in lieu of vacation leave with pay. This percentage shall be:

(i) six (6%) percent if the employee has completed less than ten (10) years of continuous employment;

(ii) eight (8%) percent after the employee has completed ten (10) years of continuous employment;

(iii) ten (10%) percent after the employee has completed eighteen (18) years of continuous employment;

(iv) twelve (12%) percent after the employee has completed twenty-eight (28) years of continuous employment.

(c) Calendar year earnings, for the purposes of calculating vacation pay for a part-time employee, shall reflect the gross wages as reported on her T-4 earnings as "Total Income Before Deductions".

(d) An employee will be granted vacation leave without pay up to a maximum of three (3) weeks if entitled to vacation pay in accordance with sub-paragraph 40.15(a)(i) or sub-paragraph 40.15(b)(i), above; four (4) weeks if entitled to vacation pay in accordance with sub-paragraph 40.15(a)(ii) or sub-paragraph 40.15(b)(ii), above; five (5) weeks if entitled to vacation pay in accordance with sub-paragraph 40.15(a)(iii) or sub-paragraph 40.15(b)(iii), above; six (6) weeks if entitled to vacation pay in accordance with sub-paragraph 40.15(a)(iv) or 40.15(b)(iv), above; and seven (7) weeks if entitled to vacation pay in accordance with sub-paragraph 40.15(a)(v), above.

Such vacation leave will be scheduled on the basis of seniority and subject to local operational requirements.

**40.16 Payment of Vacation Pay to Part-Time Employees**

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

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

(b) The difference, if any, between the total entitlement to vacation pay provided for in clause 40.15 and the monies received in accordance with paragraph 40.16(a) is paid prior to the last Friday of March of the following calendar year.

(c) Any overpayment incurred as a result of the application of paragraph 40.16(a) shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any future payment of salary.

## ARTICLE 41:
## LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS OR FOR OTHER ACTIVITIES UNDER PART I OF THE CANADA LABOUR CODE

**41.01 Applications for Certification, Representations and Interventions With Respect to Application for Certification**

The Corporation will grant leave without pay:

(a) to an employee who represents the Alliance in an application for certification or in an intervention;

(b) on receipt of reasonable advance notice to a reasonable number of employees where such employees make personal representations with respect to a certification.

**41.02 Leave With Pay**

The Corporation will grant leave with pay to an employee called as a witness by the Canada Industrial Relations Board.

**41.03 Arbitration Board and Conciliation Board Hearings**

The Corporation will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.

**41.04 Employee Called as a Witness**

The Corporation will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board.

**41.05 Arbitration**

The Corporation shall grant leave with pay to an employee who is:

(a) a party to the arbitration,

(b) the representative of an employee who is a party to an arbitration,

and

(c) a witness called by an employee who is a party to an arbitration.

**41.06 Meetings During the Grievance Process**

The Corporation shall grant leave with pay to an employee for the purpose of clause 19.01 and for the purpose of attending a grievance hearing when the meeting is held in the headquarters area of the employee. Leave without pay shall be granted when the meeting is held outside the employee's headquarters area.

**41.07 Leave for an Alliance Representative**

When an Alliance representative wishes to represent, at a meeting with the Corporation, an employee who has presented a grievance, the

Corporation shall arrange the meeting and shall grant leave with pay to the representative when the meeting is held in her headquarters area and leave without pay when the meeting is held outside her headquarters area.

**41.08 Leave to Discuss Grievance**

When an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and a representative of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where practicable, be given reasonable leave with pay for this purpose when the discussion takes place in her headquarters area and reasonable leave without pay when it takes place outside her headquarters area.

**41.09 Leave Without Pay for Negotiations Meetings**

On receipt of reasonable advance notice, the Corporation will grant leave with pay to employees selected as delegates to a negotiating committee for the purpose of collective bargaining at the National level with the Corporation, on behalf of the Alliance. The leave shall be for the period of the negotiations meetings, and preparations thereof, plus travelling time to and from the appropriate locations. The Corporation will be promptly reimbursed by the Alliance for the salary and benefits received by the employee while on leave under this clause in accordance with the following procedure:

(a) Where an employee works at least ten (10) days in a month, the Alliance shall promptly remit to the Corporation on demand and at such regular intervals as may be determined by the Corporation an amount equal to the employee's gross salary for the time on leave specified in the Corporation's demand.

(b) In all other cases, the Alliance shall promptly remit to the Corporation on demand and at such regular intervals as may be determined by the Corporation an amount equal to the sum of the employee's gross salary plus thirty (30%) percent of the said gross salary for the time on leave specified in the Corporation's demand. The above stated percentage may, after consultation with the Alliance, be varied from time to time to reflect changes in the value of benefits.

**41.10 Meetings Between the Alliance and Management Not Otherwise Specified in this Article**

The Corporation will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

**41.11 Full-Time Union Officers**

An employee who has been elected or appointed to a full-time office of the Alliance, the Component and/or the Local shall be entitled to leave without pay for the period during which she is elected or appointed to hold office.

**41.12 Alliance Executive Meetings, Congress and Conventions**

On receipt of reasonable advance notice, the Corporation shall grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the Component, conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.

**41.13 Representatives' Training Courses**

The Corporation will grant, upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.

**41.14 Work on behalf of The Alliance and/or The Component**

Recognizing that circumstances may arise whereby an employee is required to serve or work on Behalf of the Alliance and/or the Component, the Corporation agrees, on receipt of reasonable advance notice, to grant leave without pay.

**41.15 Seniority Credit**

An employee who returns to work after a period of leave without pay granted under clause 41.11 shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in her classification and in the office where she was assigned prior to election or appointment and to the appropriate salary level in effect upon her return.

**41.16 Conference and Seminar Delegates**

The Corporation agrees, on receipt of reasonable advance notice, that employees selected as delegates to other conferences or seminars of the Union shall be granted leave of absence without pay for the purposes of attending such conferences or seminars.

**41.17 Employees to Remain on Payroll**

Employees who require leave for Local Union business to perform Local Union duties will remain on the Corporation's payroll. The Corporation will be fully reimbursed by the Local within ten (10) days of the employee returning to work from such leave. Reimbursement will be equal to an employee's gross salary for the time on leave. Were an employee works less than ten (10) days in a month due to taking leave for Local Union business, the reimbursement shall be increased by thirty (30%) percent. In the event that the Corporation is not fully reimbursed by the Local within the time period above then the leave shall be considered as leave without pay and appropriate adjustments shall be made to the subsequent pay of the employee.

## ARTICLE 42:
## OTHER LEAVE WITH OR WITHOUT PAY

**42.01* Marriage Leave With Pay**

(a)* After the completion of six (6) months continuous employment in the Canada Post Corporation, and providing an employee gives the Corporation at least five (5) days notice, she shall be granted five (5) days leave with pay for the purpose of getting married.

(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or layoff within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Corporation from any monies owed the employee.

**42.02* Bereavement Leave With Pay**

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparents, grandparents of employee's spouse, grandchildren, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

(a) Duration of Leave

Where a member of an employee's immediate family dies, she shall be entitled to leave with pay for a period of up to four (4) consecutive days which must include the day of the funeral for purposes relating to the bereavement. Notwithstanding the forgoing, on reasonable notice to the Corporation, one of the four (4) days may be taken by the employee at a time that is not consecutive to others, when it is for religious or ceremonial purposes related to the death. In addition, the employee may in addition, be granted up to three (3) days' leave for the purpose of travel related to the death.

(b) Other Relatives

An employee is entitled to one (1) day's bereavement leave with pay, for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

(c) Bereavement Leave Concurrent With Other Leave

If, during a period of compensatory leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, she shall be granted bereavement leave with pay and her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(d) Extension of Leave

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the authorized representative of Canada Post Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than, and in a manner different from, that provided for in paragraph (a) and (b).

**42.03 Leave With Pay for Birth or Adoption of a Child**

(a) Employees not in receipt of maternity leave shall be entitled to two (2) days leave with pay for needs directly related to the birth of the child. This leave may be divided into two (2) periods and granted on separate days.

(b) An employee shall be granted two (2) days leave with pay for needs directly related to the adoption of the child. This leave may be divided into two (2) periods and granted on separate days.

**42.04* Maternity Leave Without Pay**

(a)* An employee who becomes pregnant shall notify the Corporation at least four (4) weeks prior to the commencement of the maternity leave unless there is a valid reason why such notice cannot be given and, subject to paragraph (b) of this paragraph, shall thirteen (13) weeks before the expected date of the termination of her pregnancy be granted leave for a period ending not later than seventeen (17) weeks after the date of the termination of her pregnancy.

(b)* The Corporation may:

(i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;

(ii) grant maternity leave without pay to an employee to commence earlier than thirteen (13) weeks before the expected termination of her pregnancy.

(c)* An employee on leave under this paragraph shall earn vacation leave credits as if she had received pay for at least ten (10) days in each calendar month.

(d) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the *Canada Labour Code*, specifically pension, health and disability benefits.

**42.05* Maternity Leave Supplementary Unemployment Benefit (SUB) Plan**

(a)* After completion of six (6) months continuous employment, an employee who provides the Corporation with proof that she has applied for and is in receipt of employment insurance benefits pursuant to section 22, *Employment Insurance Act* or, as the case

may be, pursuant to the Quebec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(b) An applicant under paragraph 42.05(a) shall sign an agreement with the Corporation, providing:

(i) that she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;

(ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Corporation's consent, or unless the employee is then entitled to another leave provided for in this collective agreement.

(c) Should the employee fail to return to work in accordance with the provisions of paragraph 42.05(b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

**42.06* Calculation of the Supplementary Unemployment Benefit Plan (Maternity Leave)**

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

(a)* up to a maximum of seventeen (17) weeks payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three (93%) percent of her weekly rate of pay. This period shall be inclusive of the waiting period for the *Employment Insurance Act* or the Quebec Parental Insurance Plan where the full ninety-three (93%) percent will be paid.

(b) (i) for a full-time employee the weekly rate of pay referred to in paragraph 42.06(a) above shall be the weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment on the day immediately preceding the commencement of the maternity leave;

(ii) for a part-time employee the weekly rate of pay referred to in paragraph 42.06(a) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment averaged over the six (6) month period of

continuous employment immediately preceding the commencement of the maternity leave.

(c) Where an employee becomes eligible for a pay increment or an economic adjustment during the period of maternity leave, payments under sub-paragraphs 42.06(b)(i) or (ii) shall be adjusted accordingly.

(d) The combined weekly level of unemployment insurance benefits, supplementary unemployment benefits and other earnings cannot exceed ninety-three (93%) percent of the employee's weekly rate of pay.

(e) Employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

(f) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

**42.07* Parental Leave Without Pay**

(a)* Eligibility for Parental Leave

An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to sixty-three (63) weeks where the employee has or will have the actual care and custody of the newborn child.

(b)* Commencement of Leave

This leave without pay shall commence and end within the seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(c) Advance Notice by Employee

An employee who requires a parental leave of absence shall provide the Corporation with at least four (4) weeks notice in writing unless there is a valid reason why such notice cannot be given and inform the Corporation of the length of leave that the employee intends to take.

(d) Corporation may Request Birth Certificate

The Corporation may require the employee to submit a copy of the child's birth certificate.

(e)* Combined Leave by an Employee-Couple

Parental leave without pay shall not, in respect of the birth of the same child, exceed the combined total of sixty-three (63) weeks for an Employee-Couple.

(f) Leave to be Counted for Purposes of "Continuous Employment"

Leave granted under this paragraph shall be counted as "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the *Canada Labour Code*, specifically pension, health and disability benefits.

(g)* An employee on leave under this paragraph shall earn vacation leave credits as if she had received pay for at least ten (10) days in each calendar month.

**42.08* Adoption Leave Without Pay**

(a) Advance Notice by Employee

An employee who intends to request adoption leave shall notify the Corporation as soon as the application for adoption has been approved by the adoption agency.

(b)* Granting of Leave

An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority unless there is a valid reason why such notice cannot be given and, subject to section (c) of this paragraph, shall be granted adoption leave without pay for a period of up to sixty-three (63) weeks within the seventy-eight (78) week period beginning on the day on which the child comes into the employee's care.

(c) Proof of Adoption

The Corporation may require an employee to submit proof of adoption.

(d)* Combined Leave By an Employee-Couple

Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of sixty-three (63) weeks for both employees combined.

(e) Leave to be Counted for Purposes of "Continuous Employment"

Leave granted under this paragraph shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the *Canada Labour Code*, specifically pension, health and disability benefits.

(f)* An employee on leave under this paragraph shall earn vacation leave credits as if she had received pay for at least ten (10) days in each calendar month.

**42.09* Adoption Leave Supplementary Unemployment Benefit (SUB) Plan**

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

(b) An applicant under paragraph 42.09(a) shall sign an agreement with the Corporation, providing:

(i) that she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;

(ii) that she will return to work on the date of the expiry of her adoption leave, unless this date is modified with the Corporation's consent, or unless the employee is then entitled to another leave provided for in this collective agreement.

(c) Should the employee fail to return to work in accordance with the provisions of paragraph 42.09(b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Corporation for the amount received as adoption leave allowance.

**42.10* Calculation of Supplementary Unemployment Benefit Plan for Adoption Leave**

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

(a)* to a maximum of twelve (12) weeks payments equivalent to the difference between the Employment Insurance benefits or, as the case may be, pursuant to the Quebec Parental Insurance Plan, the employee is eligible to receive and ninety-three (93%) percent of her weekly rate of pay. This period shall be inclusive of the waiting period for the *Employment Insurance Act* or the Quebec Parental Insurance Plan where the full ninety-three (93%) percent will be paid.

(b)* (i) for a full-time employee the weekly rate of pay referred to above shall be the weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment on the day immediately preceding the commencement of the adoption leave;

(ii) for a part-time employee the weekly rate of pay referred to above shall be the prorated weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment averaged over the six (6) month period of continuous employment immediately preceding the commencement of the adoption leave.

(c)* Where an employee becomes eligible for a pay increment or an economic adjustment during the period of adoption leave, payments under sub-paragraph 42.10(b)(i) or (ii) shall be adjusted accordingly.

(d)* The combined weekly level of unemployment insurance benefits, supplementary unemployment benefits and other earnings cannot exceed ninety-three (93%) percent of the employee's weekly rate of pay.

(e)* Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

(f)* 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.

**42.11* Leave With Pay for Family-Related Responsibilities**

(a) For the purpose of this paragraph, family is defined as spouse, (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster-parents), grandparents, grandchildren, and any relative residing in the employee's household or with whom the employee permanently resides.

(b) The Corporation shall grant leave with pay under the following circumstances:

(i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;

(ii) for the temporary care of a sick member of the employee's family.

(c)* Employees shall be granted Personal Days with pay as set out below, and employees who have exhausted their Personal Days, may be granted under paragraph 42.11(b) above and paragraph 42.03(a) and (b) a maximum of two (2) days in any one fiscal year.

Personal Days

Sub-paragraphs (i) to (viii) shall apply as of July 1, 2019.

For the period up to June 30, 2019 employees shall refer to the terms and conditions as set out in Appendix “CC” with respect to the below sub-paragraphs.

(i)* Each full-time employee will be allocated seven (7) Personal Days on July 1 of each year.

(ii)* Each part-time employee shall receive a pro-rated amount of Personal Days, to a maximum of seven (7), on July 1 of each year, based on the percentage of full time hours that the employee is scheduled to work.

(iii)* Each term employee shall receive a pro-rated amount of Personal Days, to a maximum of seven (7), based on the length of their term of employment, and the percentage of full time hours that the employee is scheduled to work.

(iv)* If any employee begins their employment with Canada Post part way through the year that starts on July 1 and ends on June 30, their Personal Days, to a maximum of seven (7), shall be pro-rated based on the number of days remaining in that year.

(v)* Any unused Personal Days or portion thereof remaining as of June 30 of each year to a maximum of seven (7) will be paid out to indeterminate employees and term employees of greater than six (6) months during the third (3rd) pay period after June 30 of that year. The amount of the payment will be based on the employee's salary as of June 30 of that same year. Indeterminate and term employees of greater than six (6) months have the option, on written request prior to June 30 of each year, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining as of June 30, to a maximum of five (5), for use in the following year from July 1 to June 30.

An employee who has carried over Personal Days (or portion thereof) from the previous year may have those days paid out, if they remain unused as of the next June 30, in addition to the maximum pay out of seven (7) unused days as per the above paragraph.

For greater certainty, an employee may not have more than twelve (12) Personal Days in any one year from July 1 to June 30.

(vi)* An indeterminate employee must be employed by Canada Post on June 30 of the year in order to be paid out for any unused Personal Days.

(vii) For term employees, any unused Personal Days remaining at the end of their term of employment will be paid out to the employee shortly after the end of their term of employment.

(viii)* For any employee who ends her employment with Canada Post during the year from July 1 to June 30, any unused Personal Days as of her 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 year from July 1 to June 30.

(ix) All Personal Days will be credited and paid out in hours.

(x) Any pay out for unused Personal Days will not be pensionable.

(xi)* When an employee transfers in and out of the bargaining unit (including for reasons of termination of employment), her used and remaining Personal Days will be reconciled as per the terms of the Short Term Disability Program.

(xii)* Personal Days can be used for leave with pay in situations such as casual sick days, medical appointments (for the employee or when accompanying family members), during the qualifying period under the Short Term Disability Program set out in Article 43, or for other such personal needs.

(xiii) Other than in urgent situations (e.g. accidents, unexpected illness), an employee wishing to use a personal day shall notify her team leader at least three (3) days in advance.

(xiv) Request for non-urgent personal days shall be approved subject to operational requirements.

**42.12 Leave With or Without Pay For Other Reasons**

The Corporation may grant:

(a) leave with pay when circumstances not directly attributable to the employee prevent her reporting for duty. Such leave shall not be unreasonably withheld.

(b) leave with or without pay for purposes other than those specified in this Agreement.

**42.13 Leave Without Pay for Personal Needs**

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

(a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.

(b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

(c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this paragraph during her total period of employment in the Canada Post Corporation. Leave without pay granted under this paragraph may not be used in combination with maternity, parental or adoption leave without the consent of the Corporation.

(d) Leave without pay granted under (a) shall be counted for the calculation of "*continuous employment*", for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

(e) Leave without pay granted under (b) of this paragraph shall be deducted from the calculation of "*continuous employment*", for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**42.14 Leave Without Pay for Long-Term Elder Care and the Care and Nurturing of Children**

(a) At the request of an employee, leave without pay in one (1) or more periods of at least two (2) weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the care and nurturing of pre-school age children. If an employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.

(b) Subject to operational requirements, leave without pay of one (1) or more periods of at least two (2) weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the care and nurturing of children between the ages of five (5) and thirteen (13). If an employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.

(c) Subject to operational requirements, at the request of an employee leave without pay in one (1) or more periods of at least two (2) weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the long-term personal care of the employee's parents, including spouse's parents or foster parents. If the employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.

(d) Leave without pay which is for a period of more than three (3) months, granted under this paragraph, shall be deducted from the calculation of "*continuous employment*" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

(e) The total leave taken under paragraphs 42.14(a), (b), and (c) shall not exceed a maximum of five (5) years during an employee's total period of employment at Canada Post Corporation.

**42.15* Injury-on-duty Leave With Pay**

As of May 12, 2014, an employee shall receive seventy (70%) percent of her pay when she is incapacitated and unable to report to work as scheduled as a result of an injury that is pending a decision of a Provincial Worker's Compensation Board.

An employee shall be granted injury-on-duty leave at seventy-five (75%) percent of her pay for the period of time, approved by a Provincial Worker's Compensation Board, that she is unable to perform her duties because of:

(a) personal injury accidentally received in the performance of her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of her employment,

or

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

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

*Once approved for injury-on-duty leave, the Corporation will maintain the employee's regular wages during the leave period, subject to the availability of top up credits as defined in paragraph 43.04(e).

**42.16 Leave Without Pay for Relocation of Spouse**

(a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

(b) Leave without pay granted under this paragraph shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**42.17* Pre-retirement Leave**

(a) An indeterminate employee who has attained fifty (50) years of age and completed twenty (20) years of continuous employment or has attained sixty (60) years of age and completed five (5) years of continuous employment shall be entitled to a pre-retirement leave with pay of one (1) week in the vacation year in which the employee becomes eligible therefore and in every vacation year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.

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

(c) Pre-retirement leave with pay shall be scheduled in at minimum one (1) day blocks separate from the scheduling of vacation leave at a time to be agreed to with the Corporation taking into consideration the employee's wishes, seniority and operational requirements.

(d) There shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.

(e) No employee shall be required or authorized to work during her pre-retirement leave.

(f) In the event of termination of employment, including retirement, for reason other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned pre-retirement leave taken by the employee after the beginning of the vacation year and prior to her birthday or anniversary date, whichever is later, as calculated from the classification described in her letter of appointment on the date of termination of her employment.

(g)* Employees who were hired into the Corporation on or after May 12, 2014 shall not be entitled to pre-retirement leave.

**42.18 Court Leave With Pay**

The Corporation shall grant leave with pay to an employee for the period of time she is required:

(a) to be available for jury selection;

(b) to serve on a jury;

or

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

(i) in or under the authority of a court of civil or criminal justice;

(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 her position;

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

or

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

Where an employee is required to attend court in accordance with this clause and is subsequently required to report for duty on an afternoon or night shift on the same day, she shall be granted equivalent leave with pay from that shift.

**42.19 Personnel Selection Leave With Pay**

When an employee participates in a personnel selection process for a position in the Corporation, under the provisions of the *Canada Post Corporation Act*, the employee is entitled to leave 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 her presence is so required.

**42.20 Night Workers' Leave**

(a) An indeterminate employee who has completed more than three (3) years of continuous employment shall earn entitlement to paid recovery leave at the rate of two-thirds (⅔) of a day, for each four (4) week period in which she works on the night shift on twelve (12) occasions. The four (4) week periods shall commence on the first Sunday of the month following the month in which the collective agreement is signed. Recovery leave shall be taken in units of not less than one (1) full day.

(b) The recovery leave with pay shall be included in the scheduled hours of work established pursuant to and in accordance with Article 25 – Hours of Work.

(c) Recovery leave is granted in addition to weekly days of rest and other leave of absence provided for in this Agreement.

(d) No employee shall be required or authorized to work during her recovery leave.

**42.21* Compassionate Care Leave**

(a) For the purpose of this paragraph, family member is defined as the employee's spouse or common-law partner, the employee's child or the child of the employee's spouse or common-law partner, and a parent of the employee or spouse or common-law partner of the parent.

(b)* The employee shall be granted leave without pay for a period up to twenty-eight (28) weeks to provide care or support to a family member if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

(c) A leave of absence under this paragraph may only be taken in periods of not less than one week's duration.

(d)* The entitlement to leave without pay may be shared by two (2) or more employees of the same family, however, the total amount of leave without pay that may be taken in regard to the same family member is twenty-eight (28) weeks within the fifty-two (52) week period described in paragraph (c).

(e) The medical certificate referred to in paragraph 42.21(b) above shall be provided to the Corporation within fifteen (15) days of an employee's return to work.

(f) The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the *Canada Labour Code*, specifically pension, health and disability benefits.

## ARTICLE 43*:
## SHORT TERM DISABILITY PROGRAM

### 43.01* Short Term Disability Program

Employees shall be subject to the terms and conditions of the Corporation's Short Term Disability Program, as described in this Article.

### 43.02* Personal Days

Personal Days shall be allocated and used as per clause 42.11 of the Collective Agreement.

### 43.03* Eligibility

(a)* All indeterminate employees shall have access to short term disability benefits as of their date of hire.

(b)* Term employees of greater than six (6) months shall have access to short term disability benefits.

(c)* An employee will not be eligible for short term disability benefits in the following situations:

(i)* Any period when she is imprisoned;

(ii)* 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);

(iii)* 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.

### 43.04* Short Term Disability Benefits

(a)* An employee can receive short term disability benefits for up to a maximum of thirty (30) weeks after the date of illness or injury.

(b)* 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.

(c)* The qualifying period to be eligible for short term disability benefits is as follows:

(i)* Accident: 0 days

(ii)* Hospitalization: 0 days

(iii)* Illness: 7 calendar days

(d)* 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.

(e)* In the event of illness, an employee may use her Personal Days until the short term disability benefits commences on the eighth ($8^{th}$) 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 her sick leave credits accumulated up to December 31, 2009. As of January 1, 2010, all sick leave credits accumulated up to December 31, 2009, will be converted to "top up credits" on an hour for hour basis.

(f)* Employees who are approved for short-term disability benefits, shall receive the following benefits:

(i)* During the first fifteen (15) weeks of their illness or injury (excluding 7 calendar day waiting period, if applicable), seventy (70%) percent of their salary. As well, employees can use their top up credits, to top-up short-term disability benefits to one-hundred (100%) percent of their salary.

(ii)* For the remainder of the thirty (30) week period of their illness or injury, they shall receive the difference between seventy (70%) percent of their salary and their Employment Insurance payment. As well, employees can use their top up credits accumulated up to of December 31, 2009, to top-up short-term disability benefits to ninety-five (95%) percent of their salary.

(g)* 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 1 hour required to top up short term disability benefits from seventy (70%) percent of the employee's salary to one-hundred (100%) percent or ninety-five (95%) percent, as the case may be. For example, a full time employee would typically use two and one-quarter (2.25) hours to top up at one-hundred (100%) percent of her salary.

(h)* Should the disability continue for a period exceeding fifteen (15) weeks, the employee shall apply for Employment Insurance benefits. If the employee is approved, she will receive benefits as per Part I of the *Employment Insurance Act* (currently fifty-five (55%) percent of an employee's salary, to the maximum allowable under the *Employment Insurance Act*). This will be topped up as per sub-paragraph (f)(ii) above.

(i)* All short term disability benefits paid to an employee are income for income tax purposes.

(j)* An employee's short term disability benefits will be reduced by any income received by the employee from the following sources:

(i)* Earnings from other employment, unless the employee can show proof that this employment predated their injury or illness;

(ii)* Benefits payable under any Workers' Compensation program, where such a reduction is permitted by law;

(iii)* Benefits from no-fault government insurance or automobile insurance, where such a reduction is permitted by law;

(iv)* Any other disability or retirement benefits, severance payments, or salary continuation benefits resulting from employment.

(k)* 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 Plan Document.

(l)* 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.

(m)* Any short term disability benefits payable to an employee will cease on the earliest of:

(i)* The date on which the employee ceases to be disabled.

(ii)* The date on which the employee engaged in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation.

(iii)* The date on which the employee fails to furnish satisfactory proof of continued disability.

(iv)* 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.

(n)* All monies payable under this Short Term Disability Program shall be payable in Canadian dollars.

**43.05* Recurrence**

All recurrences of illness or injuries will be dealt with as per the terms of the Short Term Disability Program.

**43.06* Termination of Benefits**

An employee's short term disability benefits will be terminated if she fails to comply with any requirements of the program, as set out in the Short Term Disability Plan Document.

**43.07* Appeal Process**

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

If an employee avails herself of her right to appeal, she will be entitled to short term disability benefits during the time it takes to come to a determination at first appeal (level 1 appeal). If the appeal is denied, the Corporation shall recover any overpayment from the

employee's pay, but such recovery shall not exceed ten (10%) percent 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 final pay.

(b)* Level 1 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.

The employee must provide to the Case Manager with any additional medical information that the employee wishes to submit or that has been requested by the Case Manager within thirty (30) calendar days from the notice to appeal.

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

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

The Disability Management Provider's Claims Specialist will provide a decision and recommendations.

(c)* Level 2 Appeal

If the employee disagrees with the decision of the Disability Management Provider's Claims Specialist and continues to present medical barriers or wishes to present further medical information, the following process will be followed:

The employee must submit a written intent to appeal to the decision of the Disability Management Provider's Claims Specialist within seven (7) calendar days of the decision having been communicated to the employee.

The Case Manager will follow the process outlined in paragraph (b) above, and review with the Case Manager Supervisor for further determination.

(d)* Independent Final Review

Once an employee has been advised in writing that their second appeal has been denied, the Alliance representative on behalf of the employee has ten (10) working days to advise the case manager, in writing, of the intent to appeal. The claim documents will include a release that the employee must sign to authorize a union representative to represent the employee's interests during this final review.

An independent occupational health specialist shall be provided with each party's submissions in the form of written briefs and documents in an expedient manner. The Alliance will have thirty (30) working days, after receipt of the entire case file from the case manager, to provide further information to the case manager. Upon receipt, the case manager will then provide these submissions to the independent occupational health specialist. Failure to provide a submission will not delay the decision made by the independent occupational health specialist unless mutually agreed to by both parties. The independent occupational health specialist shall render their decision based solely on the information provided by the parties.

The occupational health specialist shall have the authority to hold a hearing.

If the parties are unable to agree on an independent occupational health specialist within fifteen (15) working days from the notice to appeal, either party can make a request to the Union's National Office and the Corporation's designated representative at Head Office for the appointment of an occupational health specialist to make a final review and determination. At the national level, the parties are to agree on the appointment of an occupational health specialist within seven (7) calendar days of the request.

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 hearing if any, shall be shared equally between the parties.

### 43.08** Short Term Disability Program – Policies and Procedures

The Short Term Disability Program – Policies and Procedures, as amended from time to time, shall remain in effect during the term of this collective agreement.

During the life of this collective agreement, the parties may agree to modify the level of benefits and/or the eligibility requirements provided for under the Short Term Disability Program.

## ARTICLE 44:
## EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY

### 44.01 Education Leave Without Pay

The Corporation recognizes the usefulness of education leave. Upon written application by the employee, an employee may be granted education leave without pay for varying periods up to three (3) years, to attend a recognized institution for studies in some field of education in which preparation is needed to fill her present role more adequately or to undertake studies in some field in order to provide a service which the Corporation requires or is planning to provide.

### 44.02 Education Leave Allowance

An employee on education leave without pay under this Article may, depending on the degree to which the education leave is deemed by the Corporation to be relevant to organizational requirements, receive compensation in lieu of salary of up to one hundred (100%) percent of her annual rate of pay. In the case of employees of the CS and ENG designations, such compensation shall not be less than fifty (50%) percent of her annual rate of pay as provided for in Appendix "AA".

Where the employee receives a grant, bursary or scholarship, the education leave compensation may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

### 44.03 Allowances May be Continued

Allowances already being received by the employee may, at the discretion of the Corporation, be continued during the period of the education

leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**44.04 Employee Undertaking**

As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Corporation for a period of not less than the period of the leave granted.

If the employee:

(a) fails to complete the course;

(b) does not resume employment with the Corporation on completion of the course;

or

(c) ceases to be employed before termination of the period she has undertaken to return to service after completion of the course;

she shall repay the Corporation all allowances paid to her under this Article during the education leave or such lesser sum as shall be determined by the Corporation.

**44.05 Career Development Leave With Pay**

(a) Career development refers to an activity which is likely to be of assistance to the employee in furthering her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

(i) a course given by the Corporation;

(ii) a course offered by a recognized academic institution;

(iii) a seminar, convention or study session in a specialized field.

Where the course of studies is in the Corporation's view directly related to the employee's work or will improve her qualifications for progression within the Corporation.

(b) Upon written application by the employee, and with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in paragraph 44.05(a) above. The employee shall receive no compensation under Article 26 (Overtime) and Article 35 (Travelling Time) during time spent on career development leave provided for in this paragraph.

(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Corporation may deem appropriate.

### 44.06 Examination Leave With Pay

Examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave shall only be granted where in the opinion of the Corporation the course of study is directly related to the employee's duties or will improve her qualifications.

## IV. PROFESSIONAL PROVISIONS

## ARTICLE 45: TRAINING

### 45.01 Definition

For the purpose of this Agreement, "training" means any formal program of instruction given by the Corporation with a view to enabling the employees to effectively perform a function, duty or a set of functions and duties.

### 45.02 Training Requirements

The Corporation will determine the training requirements and will arrange sufficient and adequate training, where required for:

(a) any newly hired employee, or

(b) any employee who moves from one position to another or who is assigned to duties requiring new knowledge.

**45.03 Training Methods**

(a) The Corporation shall advise the Alliance of the methods of training used and of any subsequent changes therein.

(b) Where it is determined that training is required, the Corporation shall inform in writing the person who is to undergo the training the method of training that will be followed. This information will include the term, the stages and the method of evaluation of this training.

**45.04 Training During Hours of Work**

Where possible the training provided for in this Article shall be given during the hours of work.

**45.05 Refresher/Updating Training**

The Corporation shall provide refresher or updating training when in the opinion of the Corporation such training is necessary. Training shall also be provided when modifications are made to equipment, devices or machines that in the opinion of the Corporation necessitate the acquisition of new skills and/or knowledge.

**45.06 Courses in July and August**

Recognizing that most employees want to take their vacation in the summer, the Corporation will not normally conduct formal training courses of more than two (2) weeks duration during the months of July and August.

**45.07 Guarantee in Regard to Training**

The employee who has successfully completed her period of probation, and who is trained for a new classification and/or level shall retain her existing classification and level or the equivalent thereof in the bargaining unit, until such time that she is appointed to a new classification and/or level.

**45.08 Off-Location Training: Days Off**

Applicable only to employees of the EL designation

The Corporation shall, where practicable, schedule at least two (2) days off to which the employee would normally be entitled immediately preceding and immediately following training courses and in no case will an

employee lose credit because of such training for days off to which she would normally be entitled.

**45.09 Off-Location Training: Expenses**

Applicable only to employees of the EL designation.

(a) Employees attending training courses will be reimbursed for expenses incurred for accommodation, meals and incidentals in accordance with the Corporate Travel Policy.

(b) An employee shall advise her supervisor, within one (1) week of being informed that she is to be assigned to an off-location training session, of any unusual related personal expenses she anticipates incurring as a result of attendance at such course. The supervisor shall thereupon decide whether or not to proceed with the assignment. If the decision is to proceed, and subsequently the employee's attendance at the course is cancelled or re-scheduled, any such expenses incurred by the employee will be reimbursed by the Corporation. The employee will make every reasonable effort to mitigate any losses incurred and will provide proof of such action to the Corporation.

**45.10 Off-Location Training: Advance Notice**

Applicable only to employees of the EL designation.

(a) An employee required to attend a training course will, where practicable, be given two (2) months' advance notice of the content and location of the course. However, an employee assigned to a training course outside of her headquarters area, which will necessitate her absence from her home for a period of more than nine (9) consecutive calendar days will be given a minimum of one (1) months' notice.

(b) An employee may request permission to withdraw from an assigned training course for urgent personal reasons. The Corporation may withdraw an employee from an assigned course for bona fide operational requirements.

(c) If as a result of the circumstances set out in paragraph (b), an employee is required to attend a training course as a substitute for a previously assigned employee, the notice period referred to in (a) above shall be waived. However, the Corporation shall endeavour to

give the substituting employee as much notice as possible, but in any event the notice period shall not be less than one (1) week.

**45.11 Off-Location Training: Maximum Duration**

Applicable only to employees of the EL designation

An employee will not be required to attend a course or series of courses in excess of twelve (12) continuous weeks' duration.

**45.12 Second Language Training**

If the Corporation requires an employee to become proficient in the use of a second language, language training will be paid for by the Corporation and held during working hours.

**45.13 Language of Instruction**

Applicable only to employees of the EL designation

When training courses are given in locations where French is the employees' working language, such courses shall be conducted in the French language except where, because of the nature of the course content the employees attending the course request that the instruction be given in the English language.

**45.14 Payment of Overtime on Training**

Applicable only to employees of the EL designation

When, in connection with training courses given under the terms of this Article, the courses entail classroom or associated instruction of seven (7) or less hours per day, exclusive of a meal period, no overtime claim from participants will be recognized or paid, except as may be involved in travel immediately prior to or following the course from her residence to her place of lodging during the course and vice-versa.

**45.15 Training Outside of Headquarters Area**

Applicable only to employees of the EL designation

(a) An employee assigned to a training course outside of her headquarters area, which will necessitate her absence from her assigned work place for a period of more than nine (9) consecutive calendar days, will not be required to report for work on the day(s)

she is assigned to travel to such training course. Except in respect of travel on a day of rest or a designated paid holiday, an employee will receive her normal salary for the day(s) but no additional payment will be made for time spent travelling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at time and one-half (1½).

(b) On return from a training course outside of her headquarters area, which necessitated her absence from her assigned work place for a period of more than nine (9) consecutive calendar days, an employee may travel on the day her course terminated; but when she is given a following day or days off with pay for the purpose of travel, she shall receive no additional payment for time spent travelling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at the rate of time and one-half (1½).

(c) Paragraphs 45.15(a) and (b) shall not apply to an employee who lives at home while on an assigned training course.

**45.16 Instructors**

Applicable only to employees of the EL designation

(a) Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom or laboratory environment) to students in excess of an average of twenty (20) hours per week over a fiscal year. Such hours are part of the hours of work set out in Article 25.

(b) Subject to the Corporation's instructional requirements, the Corporation, in setting teaching schedules, will provide sufficient time between courses to allow for preparation.

(c) Subject to the availability of qualified instructors to teach a particular course, when an instructor is required to teach a course in a location beyond commuting distance from her normal work location, the Corporation will endeavour to equitably distribute such assignments among the affected instructors.

## ARTICLE 46:
## TEMPORARY ASSIGNMENT

**46.01**

Employees assigned away from their headquarters area on other than a training course for a period of seven (7) days or more shall be given seven (7) days notice of such assignment. Where less than seven (7) days notice is given, the employee shall be paid for the first (1st) day worked subsequent to such change at the rate of time and one-half (1½).

## ARTICLE 47:
## TOOLS AND MANUALS

Applicable only to employees of the EL Designation

**47.01 Tools**

The Corporation agrees to continue its present practice of supplying tools where it considers them necessary. Such tools remain the property of the Corporation. An employee who through neglect or negligence destroys or loses any of the tools issued to her by the Corporation shall be held responsible for such damage or loss.

**47.02 Manuals**

The Corporation will ensure that employees have ready access to all manuals considered necessary to their work by the Corporation, and manuals of a non-confidential nature relating to their terms and conditions of employment.

## ARTICLE 48:
## POWER UNITS

Applicable only to employees of the EL Designation

**48.01**

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

**48.02**

It is recognized that at certain work locations, where normal maintenance services are not available, employees may attempt to repair and maintain power units.

## ARTICLE 49:
## LOSS OF PERSONAL EFFECTS

Applicable only to employees of the EL Designation

**49.01**

In applying the provisions of this article:

(a) in respect of loss of clothing, the Corporation shall calculate the loss on the basis of a proper depreciation thereof (ten (10%) percent for each six months of age up to a maximum of fifty (50%) percent);

(b) the expression "personal effects" shall be deemed not to include a camera, radio, record player, tape recorder or similar items; and

(c) the maximum amount payable in respect of cash loss is $50.00.

**49.02**

Where the personal effects of an employee are destroyed or damaged in the course of her duties as a result of:

(a) violence by any person with whom she is required to be in contact in the course of her duties other than another employee; or

(b) accidental spilling of acids or other noxious substances;

she shall, except where she has contributed to the loss by carelessness or negligence, be paid such amount, not exceeding $500.00 or, with the approval of the Vice-President of Human Resources, $5,000.00, as in the opinion of the Corporation is equal to:

(i) the value of the personal goods that have been destroyed, or

(ii) the reasonable cost of repair of personal effects that have been damaged.

**49.03**

Where personal effects of any person are lost, destroyed or damaged as a result of that person having attempted to:

(a) prevent damage to property owned or occupied by the Corporation;

(b) rescue an employee of the Corporation; or

(c) assist an employee of the Corporation in an emergency;

there shall be paid to that person such amount, not exceeding $500.00 or, with the approval of the Vice-President of Human Resources, $5,000.00, as in the opinion of the Corporation is equal to

(i) the value of personal effects that have been lost or destroyed;

or

(ii) the reasonable cost of repair of personal effects that have been damaged.

## ARTICLE 50: PUBLICATIONS

Applicable only to employees of the CS and ENG Designations

**50.01 Access**

The Corporation will ensure that employees have ready access to publications considered necessary to their work.

**50.02 Acquisition**

The Corporation will consider an employee's written submission for the acquisition of publications, subscriptions or technical reference material of general interest to the membership.

## ARTICLE 51:
## AUTHORSHIP

Applicable only to employees of the CS and ENG Designations

### 51.01 Property of the Corporation

It is understood that professional and technical papers or articles prepared by any employee within the scope of her employment or with information, knowledge and skill acquired by virtue of her employment with the Corporation is the property of the Corporation and may only be published by or with the written approval of the Corporation.

### 51.02 Employee's Contribution

When such a technical or professional paper or article is published, the contribution of employees to authorship or editorship shall be recognized according to the customary practice of the publishing trade.

### 51.03 Editing by Corporation

Such technical or professional papers or articles may be added to, revised or edited by the Corporation in consultation with the employee as a condition of its approval for publication.

### 51.04 No Recognition

An employee who does not want her contribution recognized may so request.

## ARTICLE 52*:
## REGISTRATION FEES

### 52.01 Reimbursement

(a) The Corporation shall reimburse an employee for her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of her position.

(b) A surplus employee may be reimbursed, through Appendix "M", for her payment of membership or registration fees to an organization or governing body when the payment of such fees was a requirement for the continuation of the performance of the duties of the position from which she was declared surplus.

## ARTICLE 53:
## PROFESSIONAL RESPONSIBILITY AND ETHICS

Applicable only to employees of the ENG Designation

### 53.01 Codes and Ethics

The Corporation recognizes that employees are governed by professional codes of ethics and must act in a manner which is consistent with the intent and purpose of the code of ethics.

### 53.02 No Compromise

The Corporation shall not by policy or practice compromise the professional status and ethics of employees.

# V. DURATION

## ARTICLE 54:
## AGREEMENT RE-OPENER

### 54.01 Amendment by Mutual Consent

This Agreement may be amended by mutual consent.

## ARTICLE 55*:
## DURATION

### 55.01* Duration

Unless otherwise expressly stipulated, the provisions of this collective agreement are effective from the date on which the collective agreement is signed until August 31, 2020.

**55.02 No Strikes or Lock-Outs for Term of this Agreement**

During the term of this Agreement the Alliance agrees that there shall be no strikes and the Corporation agrees that there shall be no lock-outs.

**55.03 Definitions**

The words strike and lock-out shall have the meaning given these words in the *Canada Labour Code*.

# APPENDICES

## APPENDIX "A"*
## RATES OF PAY

1.* Effective October 31, 2016, all the rates of pay stipulated in Appendix "AA" will be increased by an amount equal to one point five (1.5%) percent.

2.* Effective October 31, 2017, all the rates of pay stipulated in Appendix “AA” will be increased by an amount equal to one point five (1.5%) percent.

3.* Effective October 31, 2018, all the rates of pay stipulated in Appendix “AA” will be increased by an amount equal to one point seven-five (1.75%) percent.

4.* Effective October 31, 2019, all the rates of pay stipulated in Appendix “AA” will be increased by an amount equal to one point eight (1.8%) percent.

5.** Effective March 26, 2018, Volume Counters will be paid at step 2 of the A1 classification in Appendix “AA”. Any Volume Counter who is receiving a higher rate of pay on March 26, 2018 may continue receiving the same rate until the end of their current term.

## APPENDIX "AA"*
## ANNUAL RATES OF PAY

ADMINISTRATIVE CLASSIFICATION - HIRED INTO THE BARGAINING UNIT PRIOR TO MAY 12, 2014

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | October 31, 2016 | 45,546 | 35,037 | 36,203 | 37,409 | 38,655 | 39,946 | 41,277 | 42,652 | 44,075 | 45,546 |
| | October 31, 2017 | 46,229 | 35,563 | 36,746 | 37,970 | 39,235 | 40,545 | 41,896 | 43,292 | 44,736 | 46,229 |
| | October 31, 2018 | 47,038 | 36,185 | 37,389 | 38,634 | 39,922 | 41,255 | 42,629 | 44,050 | 45,519 | 47,038 |
| | October 31, 2019 | 47,885 | 36,836 | 38,062 | 39,329 | 40,641 | 41,998 | 43,396 | 44,843 | 46,338 | 47,885 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A2 | October 31, 2016 | 50,926 | 38,948 | 40,272 | 41,647 | 43,066 | 44,535 | 46,052 | 47,622 | 49,245 | 50,926 |
| | October 31, 2017 | 51,690 | 39,532 | 40,876 | 42,272 | 43,712 | 45,203 | 46,743 | 48,336 | 49,984 | 51,690 |
| | October 31, 2018 | 52,595 | 40,224 | 41,591 | 43,012 | 44,477 | 45,994 | 47,561 | 49,182 | 50,859 | 52,595 |
| | October 31, 2019 | 53,542 | 40,948 | 42,340 | 43,786 | 45,278 | 46,822 | 48,417 | 50,067 | 51,774 | 53,542 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A3 | October 31, 2016 | 56,041 | 42,858 | 44,323 | 45,831 | 47,393 | 49,009 | 50,677 | 52,407 | 54,191 | 56,041 |
| | October 31, 2017 | 56,882 | 43,501 | 44,988 | 46,518 | 48,104 | 49,744 | 51,437 | 53,193 | 55,004 | 56,882 |
| | October 31, 2018 | 57,877 | 44,262 | 45,775 | 47,332 | 48,946 | 50,615 | 52,337 | 54,124 | 55,967 | 57,877 |
| | October 31, 2019 | 58,919 | 45,059 | 46,599 | 48,184 | 49,827 | 51,526 | 53,279 | 55,098 | 56,974 | 58,919 |

ADMINISTRATIVE CLASSIFICATION - HIRED INTO THE BARGAINING UNIT PRIOR TO MAY 12, 2014

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A4 | October 31, 2016 | 61,154 | 46,775 | 48,369 | 50,016 | 51,722 | 53,484 | 55,305 | 57,192 | 59,141 | 61,154 |
| | October 31, 2017 | 62,071 | 47,477 | 49,095 | 50,766 | 52,498 | 54,286 | 56,135 | 58,050 | 60,028 | 62,071 |
| | October 31, 2018 | 63,157 | 48,308 | 49,954 | 51,654 | 53,417 | 55,236 | 57,117 | 59,066 | 61,078 | 63,157 |
| | October 31, 2019 | 64,294 | 49,178 | 50,853 | 52,584 | 54,379 | 56,230 | 58,145 | 60,129 | 62,177 | 64,294 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A5 | October 31, 2016 | 66,525 | 50,684 | 52,436 | 54,254 | 56,128 | 58,068 | 60,076 | 62,153 | 64,302 | 66,525 |
| | October 31, 2017 | 67,523 | 51,444 | 53,223 | 55,068 | 56,970 | 58,939 | 60,977 | 63,085 | 65,267 | 67,523 |
| | October 31, 2018 | 68,705 | 52,344 | 54,154 | 56,032 | 57,967 | 59,970 | 62,044 | 64,189 | 66,409 | 68,705 |
| | October 31, 2019 | 69,942 | 53,286 | 55,129 | 57,041 | 59,010 | 61,049 | 63,161 | 65,344 | 67,604 | 69,942 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A6 | October 31, 2016 | 72,363 | 54,614 | 56,570 | 58,593 | 60,691 | 62,864 | 65,115 | 67,446 | 69,862 | 72,363 |
| | October 31, 2017 | 73,448 | 55,433 | 57,419 | 59,472 | 61,601 | 63,807 | 66,092 | 68,458 | 70,910 | 73,448 |
| | October 31, 2018 | 74,733 | 56,403 | 58,424 | 60,513 | 62,679 | 64,924 | 67,249 | 69,656 | 72,151 | 74,733 |
| | October 31, 2019 | 76,078 | 57,418 | 59,476 | 61,602 | 63,807 | 66,093 | 68,459 | 70,910 | 73,450 | 76,078 |

TECHNICAL CLASSIFICATION - HIRED INTO THE BARGAINING UNIT PRIOR TO MAY 12, 2014

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T1 | October 31, 2016 | 84,342 | 61,274 | 63,264 | 65,318 | 67,439 | 69,628 | 71,889 | 74,225 | 76,634 | 79,122 | 81,689 | 84,342 |
| | October 31, 2017 | 85,607 | 62,193 | 64,213 | 66,298 | 68,451 | 70,672 | 72,967 | 75,338 | 77,784 | 80,309 | 82,914 | 85,607 |
| | October 31, 2018 | 87,105 | 63,281 | 65,337 | 67,458 | 69,649 | 71,909 | 74,244 | 76,656 | 79,145 | 81,714 | 84,365 | 87,105 |
| | October 31, 2019 | 88,673 | 64,420 | 66,513 | 68,672 | 70,903 | 73,203 | 75,580 | 78,036 | 80,570 | 83,185 | 85,884 | 88,673 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T2 | October 31, 2016 | 94,498 | 68,071 | 70,340 | 72,686 | 75,109 | 77,613 | 80,202 | 82,881 | 85,641 | 88,498 | 91,449 | 94,498 |
| | October 31, 2017 | 95,915 | 69,092 | 71,395 | 73,776 | 76,236 | 78,777 | 81,405 | 84,124 | 86,926 | 89,825 | 92,821 | 95,915 |
| | October 31, 2018 | 97,594 | 70,301 | 72,644 | 75,067 | 77,570 | 80,156 | 82,830 | 85,596 | 88,447 | 91,397 | 94,445 | 97,594 |
| | October 31, 2019 | 99,351 | 71,566 | 73,952 | 76,418 | 78,966 | 81,599 | 84,321 | 87,137 | 90,039 | 93,042 | 96,145 | 99,351 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T3 | October 31, 2016 | 107,816 | 76,368 | 79,047 | 81,823 | 84,694 | 87,665 | 90,742 | 93,923 | 97,220 | 100,630 | 104,161 | 107,816 |
| | October 31, 2017 | 109,433 | 77,514 | 80,233 | 83,050 | 85,964 | 88,980 | 92,103 | 95,332 | 98,678 | 102,139 | 105,723 | 109,433 |
| | October 31, 2018 | 111,348 | 78,870 | 81,637 | 84,503 | 87,468 | 90,537 | 93,715 | 97,000 | 100,405 | 103,926 | 107,573 | 111,348 |
| | October 31, 2019 | 113,352 | 80,290 | 83,106 | 86,024 | 89,042 | 92,167 | 95,402 | 98,746 | 102,212 | 105,797 | 109,509 | 113,352 |

ADMINISTRATIVE CLASSIFICATION - HIRED INTO THE BARGAINING UNIT ON OR AFTER MAY 12, 2014

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | October 31, 2016 | 45,546 | 29,781 | 31,405 | 33,118 | 34,925 | 36,829 | 38,839 | 40,957 | 43,190 | 45,546 |
| | October 31, 2017 | 46,229 | 30,228 | 31,876 | 33,615 | 35,449 | 37,381 | 39,422 | 41,571 | 43,838 | 46,229 |
| | October 31, 2018 | 47,038 | 30,757 | 32,434 | 34,203 | 36,069 | 38,035 | 40,112 | 42,298 | 44,605 | 47,038 |
| | October 31, 2019 | 47,885 | 31,311 | 33,018 | 34,819 | 36,718 | 38,720 | 40,834 | 43,059 | 45,408 | 47,885 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A2 | October 31, 2016 | 50,926 | 33,105 | 34,936 | 36,869 | 38,908 | 41,060 | 43,331 | 45,728 | 48,257 | 50,926 |
| | October 31, 2017 | 51,690 | 33,602 | 35,460 | 37,422 | 39,492 | 41,676 | 43,981 | 46,414 | 48,981 | 51,690 |
| | October 31, 2018 | 52,595 | 34,190 | 36,081 | 38,077 | 40,183 | 42,405 | 44,751 | 47,226 | 49,838 | 52,595 |
| | October 31, 2019 | 53,542 | 34,805 | 36,730 | 38,762 | 40,906 | 43,168 | 45,557 | 48,076 | 50,735 | 53,542 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A3 | October 31, 2016 | 56,041 | 36,429 | 38,444 | 40,571 | 42,815 | 45,183 | 47,683 | 50,320 | 53,104 | 56,041 |
| | October 31, 2017 | 56,882 | 36,975 | 39,021 | 41,180 | 43,457 | 45,861 | 48,398 | 51,075 | 53,901 | 56,882 |
| | October 31, 2018 | 57,877 | 37,622 | 39,704 | 41,901 | 44,217 | 46,664 | 49,245 | 51,969 | 54,844 | 57,877 |
| | October 31, 2019 | 58,919 | 38,299 | 40,419 | 42,655 | 45,013 | 47,504 | 50,131 | 52,904 | 55,831 | 58,919 |

ADMINISTRATIVE CLASSIFICATION - HIRED INTO THE BARGAINING UNIT ON OR AFTER MAY 12, 2014

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A4 | October 31, 2016 | 61,154 | 39,759 | 41,957 | 44,277 | 46,726 | 49,309 | 52,036 | 54,913 | 57,949 | 61,154 |
| | October 31, 2017 | 62,071 | 40,355 | 42,586 | 44,941 | 47,427 | 50,049 | 52,817 | 55,737 | 58,818 | 62,071 |
| | October 31, 2018 | 63,157 | 41,061 | 43,331 | 45,727 | 48,257 | 50,925 | 53,741 | 56,712 | 59,847 | 63,157 |
| | October 31, 2019 | 64,294 | 41,800 | 44,111 | 46,550 | 49,126 | 51,842 | 54,708 | 57,733 | 60,924 | 64,294 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A5 | October 31, 2016 | 66,525 | 43,082 | 45,486 | 48,025 | 50,705 | 53,535 | 56,523 | 59,678 | 63,008 | 66,525 |
| | October 31, 2017 | 67,523 | 43,728 | 46,168 | 48,745 | 51,466 | 54,338 | 57,371 | 60,573 | 63,953 | 67,523 |
| | October 31, 2018 | 68,705 | 44,493 | 46,976 | 49,598 | 52,367 | 55,289 | 58,375 | 61,633 | 65,072 | 68,705 |
| | October 31, 2019 | 69,942 | 45,294 | 47,822 | 50,491 | 53,310 | 56,284 | 59,426 | 62,742 | 66,243 | 69,942 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A6 | October 31, 2016 | 72,363 | 46,422 | 49,070 | 51,871 | 54,830 | 57,959 | 61,266 | 64,762 | 68,457 | 72,363 |
| | October 31, 2017 | 73,448 | 47,118 | 49,806 | 52,649 | 55,652 | 58,828 | 62,185 | 65,733 | 69,484 | 73,448 |
| | October 31, 2018 | 74,733 | 47,943 | 50,678 | 53,570 | 56,626 | 59,857 | 63,273 | 66,883 | 70,700 | 74,733 |
| | October 31, 2019 | 76,078 | 48,806 | 51,590 | 54,534 | 57,645 | 60,934 | 64,412 | 68,087 | 71,973 | 76,078 |

TECHNICAL CLASSIFICATION - HIRED INTO THE BARGAINING UNIT ON OR AFTER MAY 12, 2014

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T1 | October 31, 2016 | 84,342 | 52,083 | 54,655 | 57,355 | 60,186 | 63,159 | 66,278 | 69,552 | 72,987 | 76,591 | 80,374 | 84,342 |
| | October 31, 2017 | 85,607 | 52,864 | 55,475 | 58,215 | 61,089 | 64,106 | 67,272 | 70,595 | 74,082 | 77,740 | 81,580 | 85,607 |
| | October 31, 2018 | 87,105 | 53,789 | 56,446 | 59,234 | 62,158 | 65,228 | 68,449 | 71,830 | 75,378 | 79,100 | 83,008 | 87,105 |
| | October 31, 2019 | 88,673 | 54,757 | 57,462 | 60,300 | 63,277 | 66,402 | 69,681 | 73,123 | 76,735 | 80,524 | 84,502 | 88,673 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T2 | October 31, 2016 | 94,498 | 57,860 | 60,769 | 63,824 | 67,034 | 70,403 | 73,944 | 77,661 | 81,565 | 85,666 | 89,974 | 94,498 |
| | October 31, 2017 | 95,915 | 58,728 | 61,681 | 64,781 | 68,040 | 71,459 | 75,053 | 78,826 | 82,788 | 86,951 | 91,324 | 95,915 |
| | October 31, 2018 | 97,594 | 59,756 | 62,760 | 65,915 | 69,231 | 72,710 | 76,366 | 80,205 | 84,237 | 88,473 | 92,922 | 97,594 |
| | October 31, 2019 | 99,351 | 60,832 | 63,890 | 67,101 | 70,477 | 74,019 | 77,741 | 81,649 | 85,753 | 90,066 | 94,595 | 99,351 |

| LEVEL | DATE | MAX | MIN | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T3 | October 31, 2016 | 107,816 | 64,912 | 68,291 | 71,846 | 75,585 | 79,519 | 83,657 | 88,012 | 92,592 | 97,412 | 102,483 | 107,816 |
| | October 31, 2017 | 109,433 | 65,886 | 69,315 | 72,924 | 76,719 | 80,712 | 84,912 | 89,332 | 93,981 | 98,873 | 104,020 | 109,433 |
| | October 31, 2018 | 111,348 | 67,039 | 70,528 | 74,200 | 78,062 | 82,124 | 86,398 | 90,895 | 95,626 | 100,603 | 105,840 | 111,348 |
| | October 31, 2019 | 113,352 | 68,246 | 71,798 | 75,536 | 79,467 | 83,602 | 87,953 | 92,531 | 97,347 | 102,414 | 107,745 | 113,352 |

## APPENDIX "B"
## CAR ALLOWANCE

Employees, who by virtue of their position (as described in the job description and competition poster) must provide an automobile for use on Corporation business, are entitled to the Corporation's Automobile Allowance Plan.

## APPENDIX "C"
## BILINGUAL BONUS

LETTER OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

The Corporation will continue to pay the bilingual bonus in accordance with the Corporate Policy for the duration of the contract. It is hereby recognized that under the Corporate Policy, employees in the MGT and XMT classifications are not entitled to the bilingual bonus.

## APPENDIX "D"*
## JOB EVALUATION PLAN

MEMORANDUM OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: JOB EVALUATION PLAN

*The parties recognize the desirability of a job evaluation plan appropriate to the needs of the parties. 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 parties also recognize that a job evaluation plan has been made as a result of the efforts of the parties arising from previous Memoranda of Understanding.

*The job evaluation plan applies to all positions in the bargaining unit and shall continue 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*;

(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*;

(c) be based on sound job evaluation principles and fairly and adequately assess every type of work performed in the bargaining unit.

*The job evaluation plan consists of the following:

1.0 (a)* The parties have agreed on job factors, degrees, and benchmarks applicable to the job evaluation plan.

(b)* The Job Evaluation Plan Manual is defined as including the factors, degrees, weightings, rating scales, class levels, point ratings by factor, point boundaries, benchmarks, evaluations of the benchmarks and rationales of the benchmarks.

2.0* The parties acknowledge that the job evaluation plan applies exclusively to positions in the bargaining unit and has no application to, and would not be appropriately applied to, any other positions within the Corporation.

3.0* The parties acknowledge that the Corporation has evaluated positions in the bargaining unit in accordance with the job evaluation plan described above.

4.0* The parties have signed off a copy of the Job Evaluation Plan Manual.

5.0* The Job Evaluation Plan Manual supersedes the Treasury Board classification standards previously in effect for bargaining unit positions. The Job Evaluation Plan Manual shall continue to be used to classify all positions in the bargaining unit until such time as they are superseded by new standards agreed upon by the Alliance and the Corporation.

6.0* Any provision contained in this memorandum of understanding may be amended by mutual agreement of the parties.

Date: March 26, 2018

Original signed by

Katharine Price-Raas
Canada Post Corporation

Original signed by

Hassan Husseini
Public Service Alliance of Canada

## APPENDIX "E"*
## STANDBY

In accordance with clause 34.02, coverage of off-duty hours, or standby, is required for the following positions:

| Position | Level | Position | Level | Position | Level |
|---|---|---|---|---|---|
| 80041335 | UPCET02 | 81873164 | UPCET01 | 83144761 | UPCET02 |
| 80041349 | UPCET02 | 81874330 | UPCET03 | 83150911 | UPCET02 |
| 80046191 | UPCET02 | 81879669 | UPCET02 | 83161687 | UPCET03 |
| 80046205 | UPCET02 | 81927396 | UPCET02 | 83175789 | UPCET03 |
| 80053279 | UPCET03 | 81927515 | UPCET03 | 83182317 | UPCET02 |
| 80061840 | UPCET02 | 81927523 | UPCET03 | 83190386 | UPCET02 |
| 80068365 | UPCET02 | 81927531 | UPCET03 | 83194357 | UPCET02 |
| 80087955 | UPCET03 | 81943286 | UPCET03 | 83196406 | UPCET02 |
| 80088013 | UPCET03 | 81945238 | UPCET02 | 83197694 | UPCET02 |
| 80088676 | UPCET03 | 81970445 | UPCET03 | 83201911 | UPCET02 |
| 80090700 | UPCET02 | 81978586 | UPCET02 | 83210286 | UPCET02 |
| 80113247 | UPCET03 | 81994735 | UPCET02 | 83197388 | UPCET02 |
| 80113565 | UPCET03 | 81995057 | UPCET02 | 83197694 | UPCET02 |
| 80116823 | UPCET02 | 81996223 | UPCET02 | 83201911 | UPCET02 |
| 80116904 | UPCET02 | 81996258 | UPCET02 | 83210286 | UPCET02 |
| 80116920 | UPCET02 | 81996266 | UPCET02 | 83210287 | UPCET02 |
| 81283391 | UPCET02 | 81996401 | UPCET03 | | |
| 81305174 | UPCET02 | 82000326 | UPCET02 | | |
| 81305433 | UPCET02 | 82011581 | UPCET02 | | |
| 81314807 | UPCET02 | 82014718 | UPCET02 | | |
| 81557033 | UPCET02 | 82021153 | UPCET02 | | |
| 81557068 | UPCET02 | 82028077 | UPCET03 | | |
| 81557076 | UPCET02 | 82031884 | UPCET02 | | |
| 81562363 | UPCET03 | 82150492 | UPCET02 | | |
| 81593218 | UPCET03 | 83093164 | UPCET02 | | |
| 81690442 | UPCET02 | 83105261 | UPCET02 | | |
| 81695886 | UPCET03 | 83105714 | UPCET02 | | |
| 81739352 | UPCET03 | 83113521 | UPCET02 | | |
| 81750267 | UPCET03 | 83116291 | UPCET02 | | |
| 81759809 | UPCET02 | 83116361 | UPCET03 | | |
| 81764349 | UPCET03 | 83117652 | UPCET03 | | |
| 81768921 | UPCET03 | 83119451 | UPCET02 | | |
| 81793659 | UPCET03 | 83127315 | UPCET02 | | |
| 81807080 | UPCET03 | 83134113 | UPCET02 | | |
| 81861166 | UPCET02 | 83134116 | UPCET03 | | |

## APPENDIX "F"*
## DENTAL PLAN AGREEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

### CONCERNING A DENTAL PLAN AGREEMENT

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

### ARTICLE I – DEFINITIONS

(a) "Dental Plan" means the provision of dental care benefits and the terms and conditions relating thereto as agreed to for the employees of the Canada Post and their dependents as hereinafter defined.

(b) "Dependent(s)" means:

(i) the Eligible Spouse of a Full-time or Part-time Eligible Employee;

(ii) any unemployed dependent children, stepchildren or adopted children of a Full-time or Part-time Eligible Employee:

(a) under age 22 and residing with such Eligible Employee or the Eligible Spouse of such Eligible Employee, or

(b) under age twenty-five (25) if registered as a full-time College or University Student, or

(c) of any age if handicapped and solely dependent upon such Eligible Employee

but

(iii) excludes any person who is covered under this Dental Plan as an Eligible Employee.

(c) "Eligible Spouse" means the person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the *Canadian Human Rights Benefit Regulations*, so long as such person is residing with the Eligible Employee.

(d) "Eligible Employee(s)" means an employee of Canada Post who is eligible for benefits pursuant to the eligibility requirements of Article III.

(e) "Service Organization" means the institution, appointed by the Corporation which is responsible for the daily administration and operation of the Dental Plan;

(f) "Full-time Employee" means an employee whose regularly scheduled hours of work equal or exceed thirty-five (35) hours per week.

(g) "Part-time Employee" means an employee whose regularly scheduled hours of work are not less than one-third (⅓) of the regularly scheduled hours of work per week of a full-time employee of the same classification.

**ARTICLE II – FUNDING**

1. The Corporation’s contribution to the Dental Plan shall be ninety-five (95%) percent and the contribution of the employee shall be five (5%) percent.

**ARTICLE III – ELIGIBLE EMPLOYEES**

1. A full-time or part-time employee and such employee's Dependents shall become eligible for benefits under this Dental Plan effective on the first day of the month following the completion of six months' compensated service with the Corporation. Employees who have compensated service for a regular or partial eight-hour shift for 131 days will be deemed to have completed six months of compensated service.

2. An employee who has once established eligibility for benefits under the Plan must have compensated service in each month in order to continue such eligibility for benefits.

3. An Eligible Employee who is:

(a) laid off, or

(b) on leave of absence without pay, or

(c) on strike, or

(d) dismissed and has been re-instated for any reason

and whose dental coverage is terminated pursuant to Article V shall again become eligible for benefits on the date of return to active work.

**ARTICLE IV – DENTAL BENEFITS**

1. The Dental Plan for Eligible Employees shall provide for dental care which shall be in accordance with this Agreement.

2. For dental claims, which originate on or after May 17, 1986, each Eligible Employee, shall be entitled to claim as follows:

(a) for basic dental services, reimbursement of costs incurred up to 80% of Covered Expenses;

(b) for major dental services, reimbursement of costs incurred up to 70% of Covered Expenses;

(c) for orthodontic services, reimbursement of costs incurred up to 50% of Covered Expenses.

3. The Covered Expenses referred to in Article IV.2 are defined as the amounts in effect on the day of treatment as specified in the relevant provincial Dental Association Fee Guides, in accordance with clause 37.03.

4.* (a)* An Eligible Employee shall be entitled to claim reimbursement of Covered Expenses incurred, with respect to Basic dental services, to a maximum of $1,000.00 per person per calendar year and Major dental services to a maximum of $2,000.00 per person per calendar year after an annual calendar year deductible amount of $80.00 per family ($50.00 per single) has been applied.

(b) An Eligible Employee shall be entitled to claim reimbursement of Covered Expenses incurred for Dependent children, with respect to orthodontic services, to a lifetime maximum of $2,000.00 per child.

5. Basic dental services are those specified in the Appendix "A" and include preventive and diagnosis services, extractions and oral surgery, minor restorations (fillings), periodontics and endodontics.

6. Major dental services are those specified in the Appendix "A" and include major restorations and prosthodontics.

7. Orthodontic services for dependent children are those specified in the Appendix "A".

8. The dental services, outlined in this Article are subject to the exclusions, limitations and requirements specified in the Appendix "A".

**ARTICLE V – TERMINATION OF COVERAGE**

1. Dental Plan coverage for an Eligible Employee and Dependents will be terminated as follows:

(a) In the event of resignation or dismissal of the Eligible Employee, the date on which the employment relationship terminates;

(b) In the event of the Eligible Employee's:

(i) leave of absence without pay in excess of thirty (30) calendar days, the last day worked (except maternity, parental, adoption or sick leave);

(ii) retirement, the date on which the employee retires pursuant to the applicable pension rules;

(iii) lay-off, strike or death, the last day worked;

except that dental expenses which are incurred by an Eligible Employee and/or Dependents after termination of coverage as a result of Article V.1(b) will be Covered Expenses if the supplies involved were ordered or the treatment involved commenced while the Eligible Employee and/or Dependents were covered, but only if the item is finally installed or delivered or the treatment is completed no later than ninety (90) calendar days after the last day worked.

(c) With respect to Dependents, the date on which a Dependent ceases to be a Dependent as defined in Article I(b);

(d) in the event the collective agreement is terminated, the date of such termination.

**ARTICLE VI – SUBMISSION OF CLAIMS**

1. An Eligible Employee shall be responsible for the completion of the claim forms and to furnish proof of Covered Expenses incurred as shall be deemed necessary and appropriate by the Service Organization.

2. Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organization a notice in writing setting forth the specific reasons for such denial, specific reference to the Dental Plan's provisions on which the denial is based, a description of any additional material necessary for the claimant to support the claim, and explanations both as to why such material is necessary and as to the terms of the Dental Plan's claims procedure, all written in a manner calculated to be understood by the person whose claim has been denied.

3. Any employee whose claim has been denied by the Service Organization may submit, within sixty days after such denial, information and materials in support of the claim to the Service Organization's claims section. Within sixty days of receiving such submission, the claims section shall review it and make a determination. This determination shall be final, shall be in writing, shall include specific reasons for the decision and specific reference to the Dental Plan provisions on which it is based; it shall also be written in a manner calculated to be understood by the claimant.

4. A claim denied by the Service Organization will not be subject to review by the Corporation unless the claim was denied on the basis of the eligibility provisions of Article III.

5. In the event that a dispute arises in respect of a claim which was denied on the basis of the eligibility provision of Article III the employee shall submit such disputed claim to the employee's immediate supervisor. In the event that the dispute is not resolved at that point, the employee may require that it be submitted to the grievance procedure.

6. In the event that the matter is not resolved in the grievance review process the question may be referred to arbitration.

7. Such arbitration shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding.

**ARTICLE VII – TERM OF AGREEMENT**

This agreement shall remain in effect until 31 December 1986 and thereafter until renegotiated in the manner and at the time provided for in respect of the collective agreement between Canada Post and The Public Service Alliance of Canada which is current from time to time.

**ARTICLE VIII – ENTIRE AGREEMENT**

This Dental Plan Agreement and the Appendix "A" attached thereto shall form the entire agreement between the parties and shall be annexed to the present collective agreement as a memorandum of understanding.

## APPENDIX "A" COVERAGE

**ARTICLE 1 – DEFINITIONS**

The terms used herein shall have the meanings as hereinafter provided and words implying the female gender include the male gender.

(1) "Accidental Dental Injury" means an unexpected or unforeseen injury to the dental and contiguous structures happening without the direct intent of the person injured or happening as the direct result of his intentional act, such act not amounting to violent or negligent exposure to unnecessary danger.

(2) "Adjusted Maximum" means the maximum amount payable under the Benefit Provision during the first calendar year of coverage for any Eligible Employee or Dependent whose coverage becomes effective on or after July 1 of the calendar year and shall be the Adjusted Annual Dental Maximum Amount stated in the Table of Benefits.

(3) "Calendar Year Deductible" means, in respect of the Covered Expenses incurred in the calendar year for which the Calendar Year Deductible is being calculated, the sum of the Covered Expenses which, when accumulated in the order in which they are incurred equals the Individual Deductible Amount stated in the Table of Benefits, except as provided in the Deductible Provisions section.

(4) "Co-Insurance Percentage" means that portion of Covered Expenses in excess of the Calendar Year Deductible which shall be reimbursed to the Eligible Employee pursuant to the Dental Plan. Such Co-Insurance Percentage shall be further identified in the Table of Benefits according to the type of treatment (Basic, Major or Orthodontic) for which coverage is provided.

(5) "Covered Expenses" means, where permitted by law and to the extent that such services and supplies or portion thereof are not covered by the medical care insurance plan of the applicable province or any government dental plan or any other government health plan of the Eligible Employee's home province. Reasonable and Customary Charges for the types of dental treatment (Basic, Major or Orthodontic) further described herein and identified in the Table of Benefits, up to but not exceeding the amount shown for a General Practitioner in the dental fee guide identified in the Table of Benefits, except that

(a) if such service is rendered by a Dentist who is a specialist, and such dental fee guide contains a separate fee guide for his specialty, the maximum covered Expense for such service shall be the amount listed in the guide for such specialty, and

(b) if such service is rendered by a Dental Assistant, Dental Hygienist or Dental Mechanic who is a member of a provincial group of Dental Assistants, Dental Hygienists or Dental Mechanics which has its own official fee guide, the maximum Covered Expense for such service shall be the amount listed in such guide.

The following are Covered Expenses:

A. Basic Expenses: Routine treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:

(a) The following services (i) to (iv) inclusive, each limited to twice in any calendar year:

(i) oral examination;

(ii) prophylaxis (the cleaning and scaling of teeth);

(iii) bitewing x-rays;

(iv) topical application of fluoride solutions;

provided that, for each of the above services, a period of at least five consecutive months has elapsed since the last such service was rendered.

(b) Full-mouth series of x-rays, provided that a period of at least twenty-four consecutive months has elapsed since the last such series of x-rays were performed.

(c) Extractions and alveolectomy at the time of tooth extraction.

(d) Amalgam, silicate, acrylic and composite restorations.

(e) Dental surgery.

(f) Diagnostic x-ray and laboratory procedures required in relation to dental surgery.

(g) General anaesthesia required in relation to dental surgery.

(h) Necessary treatment for relief of dental pain.

(i) The cost of medication and its administration when provided by injection in the dentist's office.

(j) Space maintainers for missing primary teeth, and habit-breaking appliances.

(k) Consultations required by the attending dentist. (l) Surgical removal of tumors, cysts, neoplasms. (m) Incision and drainage of an abscess.

(n) Periodontal treatment – the treatment of gums and bone surrounding the teeth.

(o) Endodontic treatment – diagnosis and treatment of diseases of the nerve, including root canal therapy.

B. Major Expenses: Treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:

(a) Provision of crowns and inlays.

(b) Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures) if such appliance was required because at least one additional natural tooth was necessarily extracted after the date the insured became covered under this Benefit Provision in respect of the person requiring the initial appliance.

(c) Replacement of an existing prosthodontic appliance if

(i) the replacement appliance replaces an existing appliance which is at least five years old and cannot be made serviceable:

(ii) the replacement appliance replaces an existing appliance which was temporarily installed after the date the employee first became insured under the Benefit Provision (Article 2) in respect of the person requiring the replacement appliance; in this event such replacement appliance shall be considered a permanent (as opposed to temporary) installation;

(iii) the replacement appliance is required as the result of the installation of an initial opposing denture after the date the employee became insured under the Benefit Provision in respect of the person requiring the replacement appliance;

(iv) the replacement appliance is required as the result of Accidental Dental Injury which occurs after the date the employee first became insured under the Benefit Provision in respect of the person requiring the replacement appliance;

(v) the replacement appliance is required because at least one additional natural tooth was necessarily extracted after the date the employee first became covered under the Benefit Provision in respect of the person requiring the replacement appliance and the existing appliance could not have been made serviceable.

If the existing appliance could have been made serviceable, only the expense for that portion of replacement appliance which replaces the teeth extracted after the date the employee first became covered in respect of the person requiring the replacement appliance shall be covered.

(d) Relines, rebases and repairs to existing dentures.

(e) Procedures involving the use of gold if such treatment could not have been rendered at lower cost by means of a reasonable substitute consistent with generally accepted dental practice.

If such treatment could have been rendered at lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

C. Orthodontic Expenses: Treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:

For the realignment of teeth and/or jaws using braces and/or other dental procedures to straighten the teeth and keep them in the correct positions of dependent children up to, but not including age 22.

(6) "Covered Expense Limitations" means the following incurred expenses which shall in no event be Covered Expenses:

(a) Services and supplies or portion thereof which are covered by a government health plan or any other government plan.

(b) Services and supplies for which a government or government agency prohibits the payment of benefits.

(c) Services and supplies provided by a dental or medical department maintained by the Corporation, a mutual benefit association, labour union or similar type of group.

(d) Services and supplies required as the result of any intentionally self-inflicted injury, or as the direct result of war (declared or undeclared) or of engaging in a riot or insurrection.

(e) Services and supplies rendered for dietary planning for the control of dental caries, for plaque control, for oral hygiene instructions, or for congenital or developmental malformation.

(f) Services and supplies rendered principally for cosmetic purposes including, but not limited to, facings on crowns or pontics posterior to the second bicuspids.

(g) Services and supplies rendered for a full mouth reconstruction for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.

(h) Dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature.

(i) Dentures which have been lost, mislaid or stolen.

(j) Broken appointments or the completion of claim forms required by the Service Organization.

(k) Dental treatment that is not Treatment Necessarily Rendered. It is provided, however, that this Dental Plan shall consider as Covered Expenses (subject to the definition of Reasonable and Customary Charges) that portion of the expense that would have been incurred for an alternate form of treatment that would qualify as Treatment Necessarily Rendered.

(l) Services and supplies referred to in General Limitation B, Article 3 of this Appendix "A".

(7) "Dental Assistant" means a person duly qualified to perform the service rendered and shall include a dental hygienist and any other similarly qualified person.

(8) "Dental Mechanic" means a person

(a) who is duly qualified to perform the service rendered and shall include a dental therapist, denturist, denturologist and any other similarly qualified person, and

(b) who practices in a province or state in which he is legally permitted to deal directly with the public.

(9) "Dentist" and "Oral Surgeon" means any person duly qualified and legally licensed to practice dentistry in Canada or the United States, provided that such person renders a service within the scope of his license.

(10) "Physician" means only a duly qualified physician who is legally licensed to practice medicine in Canada or the United States.

(11) "Surgeon" means only a duly qualified physician who is legally licensed to practice surgical medicine in Canada or the United States.

(12) "Maximum Amount" means the maximum amount payable under the Benefit Provision for any Eligible Employee or Dependent in any one calendar year and shall be the Annual Dental Maximum Amount stated in the Table of Benefits for the Eligible Employee's Coverage Class. The first calendar year of the Dental Plan is the period from 17 May 1986 to 31 December 1986.

(13) "Participating Province" means, for the purposes of General Limitation C of Article 3 of this Appendix "A", the term "Participating Province" as defined in the *Medical Care Act of Canada*.

(14) "Reasonable and Customary Charges" means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices as provided for in the Table of Benefits.

(15) "Treatment Necessarily Rendered" means treatment necessarily rendered:

(a) for the prevention of dental disease or dental defect, but limited to those services and supplies, if any, listed in the definition of Covered Expenses, and

(b) for the correction of dental disease, dental defect or Accidental Dental Injury

provided that such treatment is consistent with generally accepted practice.

(16) "Treatment Period" means the period during which a planned course of recommended Treatment is to be rendered as estimated in the Treatment Plan for the complete correction of any dental disease, dental defect or Accidental Dental Injury.

(17) "Treatment Plan" means a written report prepared by the attending practitioner as the result of his examination of the patient, and providing the following:

(a) the recommended treatment for the complete correction of any dental disease, defect or Accidental Dental Injury, and

(b) the period during which such recommended treatment is to be rendered, and

(c) the estimated cost of the recommended treatment and necessary appliances.

**ARTICLE 2 – BENEFIT PROVISION: DENTAL CARE EXPENSE BENEFITS FOR ELIGIBLE EMPLOYEES AND DEPENDENTS**

Benefit Payment Clause

Subject to the other sections of this Benefit Provision, if an Eligible Employee incurs Covered Expenses

(a) as a result of Treatment Necessarily Rendered, or,

(b) while covered under this Benefit Provision, in respect of a Dependent for whom such Covered Expenses are incurred,

then, for all such Covered Expenses incurred in respect of such Eligible Employee or Dependent in any one calendar year, the Co-Insurance Percentage (as stated in the Table of Benefits) of those such Covered Expenses shall be paid up to but not exceeding the Maximum Amount(s) stated in the Table of Benefits.

Treatment Plan Provision

An Eligible Employee should, prior to the commencement of a course of dental treatment for which the estimated cost is $300 or more, submit to the Service Organization a Treatment Plan but solely as a basis for the determination of benefits and not as a prerequisite for the payment of benefits. The Service Organization will thereafter advise the Eligible Employee of the amounts payable under this Benefit Provision for the treatment envisaged by the Treatment Plan on the basis of the Treatment Plan estimate.

Deductible Provisions

Calendar Year Deductible – it is hereby provided that:

(1) the Individual Deductible Amount shall be applied only once to a course of treatment for which a Treatment Plan was submitted in accordance with the Treatment Plan Provision if the treatment was actually rendered in the Treatment Period estimated in the Treatment Plan and the treatment continued beyond the calendar year in which the course of treatment commenced:

(2) not more than the Family Deductible Amount (as stated in the Table of Benefits) shall be applied against the Covered Expenses of an Eligible Employee and all her Dependents in any one calendar year:

(3) for the purpose of this provision, the first calendar year is the period from 17 May 1986 to 31 December 1986.

Miscellaneous Provisions

(1) A Covered Expense is deemed to have been incurred on the date the service was rendered or the supply was purchased.

(2) Covered Expenses shall be subject to the Coordination of Benefits Provision as defined in this Dental Plan.

## ARTICLE 3 – GENERAL LIMITATIONS

A. No benefits shall be paid for or on account of:

(i) an Accidental Dental Injury arising out of or in the course of any employment for remuneration or profit other than with the Corporation, or

(ii) an Accidental Dental Injury of a Dependent arising out of or in the course of any employment for remuneration or profit, or

(iii) a sickness for which the person whose claim is presented is entitled to indemnity in accordance with the provisions of any Workers' Compensation or similar law.

B. No benefits shall be paid for:

(i) services received in a hospital owned or operated by the Government of Canada or the Government of the United States, unless the Eligible Employee or Dependent is required to pay for such services, or

(ii) services provided by a provincial government hospitalization or health plan in which the Eligible Employee or Dependent is eligible to participate, or

(iii) services rendered to the Eligible Employee or to the Dependent to which such person is entitled without charge pursuant to any law, or for which there is not cost to the Eligible Employee or Dependent except for the existence of insurance against such cost.

C. No benefits shall be paid under the provisions of this Dental Plan in respect of expenses incurred for Covered Expenses for which benefits are provided under the Medical Care Insurance Plan of the Participating Province in which the insured person is or was a resident.

## ARTICLE 4 – CURRENCY

All monies payable under this Dental Plan shall be payable in lawful money of Canada.

## ARTICLE 5 – PROVISION FOR CO-ORDINATION BETW EEN THIS DENTAL PLAN AND OTHER BENEFITS

A. Benefits Subject to this Provision

All of the benefits provided under this Dental Plan are subject to this Provision.

B. Definitions

(1) "Plan" means any arrangement providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by

(a) any group or group-type

(i) insurance policy

(ii) prepayment subscriber contract, or

(iii) automobile insurance plan;

(b) any labour-management trusteed plan, union welfare plan, corporate plan, or employee benefit organization plan;

(c) any governmental plan which provides benefits or services, and any coverage required or provided by any statute;

(d) any individual automobile insurance plan.

The term "group-type" means any policy, contract or plan which

(i) is not available to the general public, and

(ii) can be obtained and maintained only because of the covered person's membership in or connection with a particular organization or group

regardless of whether individual policy forms are utilized, and whether such plan is designated as "franchise", "blanket" or in some other fashion.

The term "Arrangement" shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to (i) that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and (ii) that portion which does not.

(2) "This Arrangement" means that portion of this Dental Plan which provides the benefits that are subject to this Provision.

(3) "Allowance Expense(s)" means any reasonable and Customary Charges at least a portion of which are covered under at least one of the Arrangement covering the person for whom claim is made.

Benefits under a governmental plan shall be taken into consideration without expanding the definition of "Allowable Expense" beyond the hospital, medical and surgical benefits as may be provided by such governmental plan.

When an Arrangement provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an Allowable Expense and a benefit paid.

(4) "Claim Determination Period" means a calendar year but the first such Claim Determination Period shall be the period from 17 May 1986 to 31 December 1986.

C. Effect on Benefits

(1) This Provision shall apply in determining the benefits payable to an Eligible Employee covered under this Arrangement for any Claim Determination Period if, for the Allowable Expenses incurred by such Eligible Employee and her Dependents during such treatment period, the sum of

(a) the benefits that would be payable under this Arrangement in the absence of this Provision, and

(b) the benefits that would be payable under all other Arrangements in the absence therein of provisions of similar purpose to this Provision,

would exceed such Allowable Expenses.

(2) As to any Claim Determination Period with respect to which this Provision is applicable, the benefits that would be payable under this Arrangement in the absence of this Provision for the Allowable Expenses incurred by such Eligible Employee and her Dependents during such Claim Determination Period shall be reduced to the extent necessary so that the sum of (a) such reduced benefits and (b) all the benefits payable for such Allowable Expenses under all other Arrangements, except as provided in item (3) of this Section C, shall not exceed the total of such Allowable Expenses. Benefits payable under another Arrangement include the benefits that would have been payable had claim been duly made therefore.

(3) If

a) another Arrangement which is involved in item (2) of this Section C and which contains a provision coordinating its benefits with those of this Arrangement would, according to its rules, determine its benefits after the benefits of this Agreement have been determined, and

(b) the rules set forth in item (4) of this Section C would require this Arrangement to determine its benefits before such other Arrangement

then the benefits of such other Arrangement will be ignored for the purposes of determining the benefits under this Arrangement.

(4) For the purposes of item (3) of this Section C, the rules establishing the order of benefit determination are:

(a) the benefits of an Arrangement which covers the person on whose expenses claim is based other than as a Dependent shall be determined before the benefits of an Arrangement which covers such person as a Dependent;

(b) the benefits of an Arrangement which covers the person on whose expenses claim is based as a dependent of the spouse having the earlier day and month of birth in the calendar year (year of birth is not relevant) will be the primary carrier for dependents. If both spouses are born on the same day of the same month, benefits will be prorated between the plans in proportion to the amounts that would have been paid under each plan had there been coverage under just that plan.

(c) When rules (a) and (b) do not establish an order of benefit determination, the benefits of an Arrangement which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of an Arrangement which has covered such person the shorter period of time.

In determining the length of time an individual has been covered under a given Arrangement, two successive Arrangements of a given group shall be deemed to be one continuous Arrangement so long as the claimant concerned was eligible for coverage within twenty-four hours after the prior Arrangement terminated. Thus, neither a change in the amount or scope of benefits provided by an Arrangement, a change in the carrier insuring the Arrangement nor a change from one type of Arrangement to another (e.g. single employer to multiple employer Arrangement, or vice versa) would constitute the start of a new Arrangement.

If a claimant's effective date of coverage under a given Arrangement is subsequent to the date the carrier first contracted to provide the Arrangement for the group concerned, then, in the absence of specific information to the contrary, the claimant's length of time covered under the Arrangement shall be measured from the claimant's effective date of coverage.

If a claimant's effective date of coverage under a given Arrangement is the same as the date the carrier first contracted to provide the Arrangement for the group concerned, then the carrier shall request the group concerned to furnish the date the claimant first became covered under the earliest of any prior Arrangements the group may have had. If such date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time her coverage under that Arrangement has been in force.

(5) When this provision operates to reduce the total amount of benefits otherwise payable to an Eligible Employee or Dependent covered under This Arrangement during any Claim Determination Period, each benefit that would be payable in the absence of this Provision shall be reduced proportionately, and such reduced amount shall be charged against any applicable benefit limit of This Arrangement.

D. Right to Receive and Release Necessary Information

For the purpose of determining the applicability of an implementing the terms of this Provision, This Arrangement, or any provision of similar purpose of any other Arrangement, the Service Organization may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information with respect to any person which the Service Organization deems to be necessary for such purposes. Any Eligible Employee claiming benefits under this Arrangement shall furnish to the Service Organization such information as may be necessary to implement this Provision.

E. Claim Payment Time Limit

If the investigation of possible other coverage for Co-ordination of Benefits purposes delays payment beyond sixty days, payment of the claim shall be made pursuant to this Dental Plan. If such payment is made as the primary plan because there is insufficient information to make payment as the secondary plan the Service Organization shall have the right to recover such excess benefits in accordance with the Right of Recovery Provision.

F. Facility of Payment

Whenever payments which should have been made under This Arrangement in accordance with this provision have been made under any other Plans, the Service Organization shall have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this Provision, and amounts so paid shall be deemed to be benefits paid under this Arrangement and, to the extent of such payments, the Corporation shall be fully discharged from liability under this Arrangement.

G. Right of Recovery

Whenever payments have been made by the Service Organization with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Provision, the Service Organization shall have the right to recover such payments to the extent of such excess from among one or more of the following as the Service Organization

shall determine: any persons to or for or with respect to whom such payments were made, any insurance companies and any other organizations.

## ARTICLE 6 – GENERAL PROVISIONS

Notice of Claim

Written notice of claim must be given to the Service Organization within twelve (12) months after any expense covered by the Dental Plan has been incurred.

Claims submitted beyond twelve (12) months of the date the expense covered by the Dental Plan was incurred will not be eligible for reimbursement.

Physical Examinations

The Service Organization, at its own expense, shall have the right and opportunity to have the Eligible Employee or Dependent examined when and as often as it may reasonably require during the pendency of a benefit payment hereunder.

## ARTICLE 7 – TABLE OF BENEFITS*

This Table of Benefits by itself has no full meaning and must only be interpreted in conjunction with other provisions of this Dental Plan.

Table of Benefits

| | |
|---|---|
| Effective Date:* | March 26, 2018 |
| Dental Care Benefit | Eligible Employees and Dependents in Coverage Class |
| Covered Expenses | See Benefit Provision |
| **Dental Schedule** | |
| - applicable to treatment rendered in Canada | The dental fee guide in effect on the date and the province in which the treatment is rendered up to and including December 31, 1985. |

| | |
|---|---|
| - applicable to treatment rendered outside of Canada | The dental fee guide in effect in the province in which the Eligible Employee resides on the date the treatment is rendered up to and including December 31, 1985. |

Calendar Year Deductible
- (applicable to all Dental Care Covered Expenses)

| | Individual Deductible Amount |
|---|---|
| Basic, Major and Orthodontic | $50.00 |
| | **Family Deductible Amount** |
| Basic, Major and Orthodontic | $80.00 |
| | **Co-Insurance Percentage** |
| In respect of Basic Treatment Expenses | 80% |
| In respect of Major Treatment Expenses | 70% |
| In respect of Orthodontic Treatment Expenses | 50% |
| | **Annual Dental Maximum Amount Per Person** |
| Basic | $1,000.00 |
| Major* | $2,000.00 |
| | **Lifetime Dental Maximum Amount Per Child** |
| Orthodontic | $2,000.00 |
| | **Adjusted Dental Maximum** |
| Basic | $500.00 |
| Major | $750.00 |

## APPENDIX "G"
## MGT/XMT LIFE INSURANCE PLAN

This is to confirm that the employees included in the bargaining unit pursuant to the Canada Labour Relations Board decision rendered on November 19, 1993 that were formerly management or exempt employees will continue to be covered by the current life insurance plan for management employees as it may be amended from time to time, to the same extent and under the same conditions that applied at the time of signing of the collective agreement.

**APPENDIX "H"**
**CHILD CARE FUND**

LETTER OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

Ms. Erna Post
Chief Negotiator
UPCE/PSAC
233 Gilmour Street
Ottawa ON K2P 0P1

RE: CHILD CARE FUND

1. The Corporation shall continue to pay into the trust fund an additional amount of one tenth (1/10) of the monies payable to the trust fund pursuant to the Corporation's agreement with CUPW on the Child Care Fund. These monies shall be paid to the Fund within fifteen (15) days after each quarter-end.

2. For further clarity, the Corporation agrees that the amount of monies paid into the Fund on behalf of PSAC shall be 10% of the formula identified in paragraphs 5, 6 and 7 of the Appendix on the Child Care Fund of the CPC and CUPW collective agreement.

3. Any document that is distributed by the UPCE/PSAC describing the Fund shall provide a recognition that the Fund is negotiated by the Union and financed by the Corporation.

Yours truly

B Zdansky

_____
Barbara Zdansky
Director, Labour Relations

## APPENDIX "I"*
## UNION EDUCATION FUND

LETTER OF AGREEMENT
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: UNION EDUCATION FUND

The Public Service Alliance of Canada/Union of Postal Communications Employees, hereinafter referred to as PSAC/UPCE, and Canada Post Corporation, hereinafter referred to as the Corporation, hereby agree to the following:

The parties agree that the Union Education Fund will continue, in accordance with the following:

1. Canada Post Corporation agrees to pay, in the manner described in paragraph 3 below, into the PSAC/UPCE Union Education Fund (The Fund) an amount equal to three cents ($0.03) on all hours worked by all 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 PSAC/UPCE.

3.* Such monies will be paid on a quarterly basis into a trust fund established and administered by PSAC/UPCE for the sole purpose of union education described above. Payment for the quarters commencing October 2, 2016, January 1, April 2, July 2, October 1, 2017, January 1, April 1, July 1, September 30, 2018, January 1, March 31, June 30, September 29, 2019, January 1, March 29, June 28, 2020 shall be made sixty (60) days after the completion of each of the above noted quarters.

4. PSAC/UPCE shall maintain financial records of monies received by and monies disbursed from the Fund. PSAC/UPCE 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 PSAC/UPCE shall ensure that all disbursements from the fund conform to the purpose described in paragraph 2 above, failing which all obligations under this Agreement shall terminate.

5. Within sixty (60) days of the end of the Fund accounting year, PSAC/UPCE 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 PSAC/UPCE union education.

6.* The final payment shall be made for the quarter commencing June 28, 2020, unless agreed otherwise by the parties.

Date: March 26, 2018

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Katharine Price-Raas | Hassan Husseini |
| Canada Post Corporation | Public Service Alliance of Canada |

## APPENDIX "J"*
## CONSULTATIVE COMMITTEE ON BENEFITS

MEMORANDUM OF AGREEMENT
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA/
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: CONSULTATIVE COMMITTEE ON BENEFITS

1. Within sixty (60) days of the signing of the collective agreement, the parties shall establish a committee designated as the "Consultative Committee on Benefits", composed of four (4) representatives selected by the unions and four (4) representatives selected by the Corporation. The Union of Postal Communications Employees (UPCE) and the Canadian Postmasters and Assistants Association (CPAA) shall select one (1) person each to sit on the Committee. The Canadian Union of Postal Workers (CUPW) shall select two (2) representatives to sit on the Committee. Should either the UPCE or CPAA choose not to designate a representative, CUPW will designate an additional representative.

2. Either party may replace one of its representatives on the Committee at any time.

3.* The mandate of the Committee will be to consult and make non-binding recommendations to the Corporation on the following matters pertaining to the Insurance Plans mentioned in clauses 37.02, 37.04, 37.05 and 37.06 of the collective agreement between the Corporation and UPCE (the "Plans").

   a) appropriate means of ensuring that all employees are aware of the benefits to which they are entitled under the Plans and of the procedures to be followed in the applicable claims or appeal process;

   b) improvements and changes which could be made to the Plans;

   c) any question or complaint submitted by an employee or the parties, other than those that may be dealt with in the claims or appeal process.

4. To assist the Committee in fulfilling its mandate, it will be provided with the financial information for the fiscal year 97/98 and following, on the administration and claims experience of the Plans.

5. The Committee shall determine its own procedures.

6. Each party shall pay the salary or fees of its representatives on the Committee.

7. The Committee will meet quarterly or more often as agreed to by the Committee.

Date: March 26, 2018

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Katharine Price-Raas | Hassan Husseini |
| Canada Post Corporation | Public Service Alliance of Canada |

## APPENDIX "K"*
## CORPORATE TEAM INCENTIVE AND INDIVIDUAL PERFORMANCE INCENTIVE

MEMORANDUM OF AGREEMENT
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA/
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: CORPORATE TEAM INCENTIVE AND INDIVIDUAL PERFORMANCE INCENTIVE

The terms and conditions of the Corporate Team Incentive Plan and the Individual Performance Incentive Plan which are applicable to eligible personnel within the Corporation, shall apply to Alliance members who are indeterminate employees of the Corporation.

The Corporate Team Incentive Plan 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 the four (4%) percent if the Corporation exceeds the targets it sets and less than the four (4%) percent if the Corporation does not meet the targets it sets.

*The Five Point Performance Rating scale for the Individual Performance Incentive Plan commenced on January 1, 2012 and has an incentive potential of up to three (3%) percent per fiscal year. Employees who are eligible for payments of individual performance incentives who receive the following ratings on their performance appraisals will receive, for each fiscal year, based on the following percentages of their regular (substantive) salary:

*Level 5 – Far Exceeded Expectations: 3.00%

*Level 4 – Exceeded Expectations: 2.50%

*Level 3 – Met All Expectations: 2.00%

*Level 2 – Met Most Expectations: 0.85%

*Level 1 – Did Not Meet Expectations: 0% to 0.50%

Part-time employees will be eligible for pro-rated incentive payments under the Corporate Team Incentive Plan and the Individual Performance Incentive Plan based on actual hours worked, as opposed to scheduled hours.

Notwithstanding the terms of the Corporate Incentive Plans, term employees will be eligible for pro-rated incentive payments under the Corporate Team Incentive Plan based on actual hours worked provided that they are actively employed on December 31, as well as on the date of payout, as determined by the Corporation, and meet all of the other requirements for payment as outlined in this Appendix and in the Corporate Team Incentive Plan.

The Corporation may modify any of the terms and conditions of the Corporate Team Incentive Plan and the Individual Performance Incentive Plan or modify the performance appraisal rating scale for the then current or subsequent fiscal year(s) following consultation with the Alliance at the National level at least sixty (60) days prior to the implementation of such changes.

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

Date: March 26, 2018

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Katharine Price-Raas | Hassan Husseini |
| Canada Post Corporation | Public Service Alliance of Canada |

## APPENDIX "L"
## NATIONAL COMMITTEE ON NEWLY CREATED POSITIONS

LETTER OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA/
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

Ms. Theresa Johnson
Chief Negotiator
UPCE/PSAC
233 Gilmour Street
Ottawa ON K2P 0P1

RE: NATIONAL COMMITTEE ON NEWLY CREATED POSITIONS

This is to advise you that the Corporation, in recognition of the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on July 18, 1993, and as amended on November 19, 1993, agrees to establish a National Committee composed of representatives of both parties to consult on newly created position(s) at Level 1 or below and/or on existing position(s) at Level 1 or below where substantive changes have been made to the job duties as follows:

1. The National Committee shall consist of up to a maximum of three (3) management representatives appointed by the Corporation and up to a maximum of three (3) Union representatives appointed by the PSAC/UPCE.

2. Thirty (30) days after the signing of the Collective Agreement, the Parties shall notify each other of their respective representatives to the National Committee.

3. Thereafter, CPC shall notify PSAC/UPCE of any newly created position(s) and/or any existing position(s) where substantive changes have been made to the job duties for incumbent(s) who may perform duties identical to duties currently performed by employees represented by the PSAC/UPCE bargaining unit. This notification shall be given within thirty (30) days from the effective date of the creation of the position(s) and/or of the making of the substantive changes to the job duties to the existing position(s). The notification

shall contain the job description and job profile, if available. CPC shall also advise, at the same time, the reasons supporting its decision not to include the position(s) in the PSAC/UPCE bargaining unit.

4. If PSAC/UPCE believes that newly created position(s) and/or existing position(s) where substantive changes have been made to the job duties should be included within the PSAC/UPCE bargaining unit, it shall so notify the CPC National Committee representatives in writing within fifteen (15) days of receipt of notification and request in writing that the National Committee meet and consult on the above noted position(s). The National Committee shall meet within thirty (30) days from receipt of the Union's request.

5. Failing resolution by the National Committee, the PSAC/UPCE may file a grievance disputing the exclusion of the above noted position(s) from the PSAC/UPCE bargaining unit pursuant to the provisions of the collective agreement.

Dated at Ottawa, Ontario, this 10th day of September, 1999.

Original Signed by

_____

Mark MacDonell
Senior Advisor
Labour Relations

## APPENDIX "M"*
## SERVICE EXPANSION AND INNOVATION AND CHANGE COMMITTEE

1. THE MANDATE

1.1 The Corporation and the Alliance recognize that job creation depends upon the Corporation's success in satisfying its customer base, generating additional business opportunities and managing its operations in a competitive manner. The parties recognize that the efforts of employees and management are an important aspect of meeting these requirements. The parties agree to work together to identify ways of enhancing customer satisfaction, generating new revenue and to identify sustainable business opportunities to create additional positions.

1.2 The parties also agree that, as provided for in Part 6 of this appendix, either party may propose initiatives that will require that some provisions of the collective agreement be temporarily adapted, changed or suspended.

1.3 The Corporation and the Alliance recognize that new opportunities may have new or enhanced skills requirements.

1.4 The Corporation and the Alliance therefore agree to create the Service Expansion and Innovation and Change Committee (the "Committee") and to give it the following mandate:

(a) to identify proposals which will create additional positions;

(b) to identify Innovation and Change Initiatives, as described in Part 6, aimed at introducing improvements into the operations;

(c) to support skills enhancement proposals;

(d) to identify ways to enhance customer satisfaction, expand present services and generate new business and revenue opportunities;

(e) to identify growth potential in current functions represented by the bargaining agent;

(f) to identify proposals to contract in work currently not performed by employees of the Corporation;

(g) to identify proposals which will result in service improvement and revenue enhancement;

(h) to project the number of positions which could be necessary as a result of the proposals identified above;

(i) to investigate revenue, service and cost implications of proposed job creation endeavours;

(j) to describe, establish and monitor pilot projects which will test the viability of the proposals identified above and the quality of service enhancement and confirm or modify the number of positions which are necessary for such projects;

(k) to evaluate the pilot projects to determine whether the projects can continue on a self-sustaining basis. In order to do this, the Committee, at the request of any member, shall request that the Human Resources Finance function of the Corporation evaluate the above pilot projects to determine whether the positions associated with the projects identified and tested could be advantageously maintained, i.e. that they would generate sufficient additional savings or revenue to cover the costs of the positions, including total labour costs and any net additional costs, or if they could otherwise be beneficial to the employees and to the Corporation.

2. BARGAINING UNIT WORK

2.1 Because it is the intention of the Corporation to have its employees perform as much of the work as possible, the Committee is mandated to deal with the question of having work normally and regularly done by the employees of the bargaining unit given outside. This mandate will be carried out as follows:

(a) All proposals concerning having the work normally and regularly done by the employees of the bargaining unit given outside will be consulted upon in the Committee at least ninety (90) calendar days prior to the proposed implementation date.

(b) The Corporation agrees that the representatives of the Alliance will be provided with all relevant information, including any cost benefit analysis conducted in connection with the proposed contracting out. Such information will be provided for the sole purpose of the work of the Committee, subject to clauses 5.5 and 5.6 of part 5 below.

(c) The representatives of the Alliance will have the opportunity, after having received all relevant information from the Corporation, to present submissions and make representations in support of retaining the work within the bargaining unit.

(d) The Service Expansion and Innovation and Change Committee is mandated to evaluate the proposals of the Corporation, as well as the submissions and representations of the Alliance, and to make the recommendations to the Corporation that it deems appropriate in the circumstances, taking into account the commercial and financial viability of said proposals, submissions and representations.

3. SKILLS ENHANCEMENT

3.1 In order to support skills enhancement proposals which will assist employees to benefit from opportunities within the existing mix of jobs in the bargaining unit and from those opportunities which result from new projects and to aid in the development of these skills, the Committee will have the mandate to review skills requirements and assist in the development of programs to ensure that these requirements are met.

3.2 The Committee shall be further mandated:

(a) to investigate skills required in the performance of work currently undertaken within the bargaining unit which will prepare employees for new or enhanced positions or which will enhance the general skills of employees;

(b) to investigate skills required for the performance of work which comes into the bargaining unit as a result of business opportunities or any change within the Corporation;

(c) to identify the skills requirements associated with the projects described in clause 1.4 above, and determine the means by which they can be met;

(d) to investigate co-operative opportunities including, but not limited to, government funding/training programs, community-based cooperative efforts with other employers;

(e) to ensure that skills enhancement programs are made available to employees who may wish to benefit from the new opportunities associated with this program.

3.3 The Committee shall also investigate general skills, including but not limited to, literacy, completion of secondary school certification, post-secondary education, computer skills, etc.

4.* ESTABLISHMENT OF THE SERVICE EXPANSION AND INNOVATION AND CHANGE COMMITTEE

4.1 The Committee shall consist of a Steering Committee and a Working Committee.

4.2 The Steering Committee shall be composed of two (2) representatives appointed by the Alliance, two (2) representatives appointed by the Corporation and an independent advisor who is mutually agreed upon by both parties.

4.3 The Corporation agrees that one (1) of its members of the Steering Committee will be a senior Management representative. The Alliance agrees that one (1) of its members of the Steering Committee will be a senior Alliance representative. The parties also agree that these Senior Representatives will actively participate in the work of the Committee.

4.4 The independent advisor selected by the parties shall remain in place until replaced. Her role is to assist the Steering Committee and act as its chairperson with a right to vote on all proposals that are within the mandate of the Committee.

4.5 If the independent advisor is to be replaced and there is no agreement between the parties on the choice of a person, each party will designate within five (5) days an independent counsel who shall agree with the counsel appointed by the other party to designate the advisor within ten (10) days.

4.6* The Working Committee shall be composed of one (1) representative appointed by the Alliance and one (1) representative appointed by the Corporation. Each party shall be paid from the fund established herein, up to one hundred and twenty thousand dollars ($120,000) per annum to cover the cost of salaries and benefits. If the Alliance representative requires leave, it shall be provided.

4.7 Each party can replace its appointed members to the Steering and Working Committees at any time.

4.8 The Steering and Working Committees will determine their own rules of proceedings.

4.9* The Steering and Working Committees shall meet as frequently as they deem necessary to fulfill their mandates, but no less than quarterly.

4.10 Unless otherwise specified in this Appendix, all decisions shall be taken on the basis of a consensus.

(a) If a consensus cannot be reached on the Steering Committee, the decision will be taken by a simple majority vote.

(b) If a consensus cannot be reached on the Working Committee, the matter will be referred to the Steering Committee for a decision.

4.11 Unless otherwise specified in this Appendix and notwithstanding the provisions of clause 4.10 above, either party may, providing there is unanimity among the party's representatives, refer a mandate to the Working Committee. However, the Working Committee shall not, at any one time, have more than three (3) mandates that are referred to it by only one party's representatives. This does not limit the Steering Committee's ability to refer mandates to the Working Committee by a simple majority vote.

4.12 The Senior Representatives of each party on the Steering Committee may elect to convene a teleconference, as required, with the Chairperson and any members of either committee, to resolve problems experienced by the Working Committee in carrying out its mandates.

5. <u>WORK OF THE SERVICE EXPANSION AND INNOVATION AND CHANGE COMMITTEE</u>

5.1 Unless otherwise specified in this Appendix, in the fulfillment of its mandates as described in Part 1 above, the Steering Committee shall have the ability to establish pilot projects, provide seed money for pilot projects and fund pilot project positions during the period, using the budget set out below.

It is also agreed that positions associated with pilot projects which generate sufficient additional revenue to cover the cost of the position(s), including total labour costs and any net additional costs, as determined by the financial evaluation, will be transferred from the budget of the Committee to the appropriate operational budget.

5.2 The Steering Committee shall:

(a) receive monies from the Corporation as described herein and deposit these monies in the account described herein;

(b) maintain financial records of monies received and monies disbursed;

(c) ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants to be selected by the Steering Committee;

(d) prepare periodic reports which display and monitor the Working Committee's activities and make these reports available to the Corporation and the Alliance;

(e) ensure that all disbursements conform to both the policies laid out in this agreement and the specific policies and procedures which will be developed by the Steering Committee;

(f) perform any other functions that the Steering Committee deems appropriate to fulfill its mandate.

(g) The Steering Committee shall not be empowered to create debts or liabilities (including contingent liabilities) that carry beyond the end of the first quarter following the expiration of the collective agreement, and the amount of the debts or liabilities shall not exceed four hundred thousand dollars ($400,000.00).

5.3 The Working Committee shall:

(a) carry out the mandates it receives from the Steering Committee;

(b) report to the Steering Committee its recommendations on its mandates;

(c) have recourse to all necessary resources (as approved by the Steering Committee) to carry out its mandates; in addition, each party may unilaterally use up to a maximum of one hundred thousand dollars ($100,000.00) per year on work related to this Appendix;

(d) devote all the time necessary to fulfill such mandates.

5.4 The Steering and Working Committees will be provided with all relevant information including any cost benefit analysis conducted in connection with any proposal. Such information will be provided for the sole purpose of the work of the Committee.

5.5 When requested by the Corporation, to protect the commercial interests of the Corporation, the representatives of the Alliance on behalf of the Alliance will enter into an undertaking to keep confidential and not to disclose any information or proposal of the Corporation and the proposed contractor.

A failure to provide such an undertaking shall relieve the Corporation of its obligation to provide such information, including information requested under clause 5.4.

5.6 Similarly, when requested by the Alliance the representatives of the Corporation on behalf of the Corporation will also enter into an undertaking to keep confidential any information or proposal received from the Alliance.

5.7 The Steering Committee will agree upon a designated arbitrator who for the life of the collective agreement will be available to:

(a) rule on the relevancy of information requests, including those mentioned in paragraph 2.1(b) of part 2 above, or the requests for a confidentiality undertaking pursuant to clauses 5.5 and 5.6 above;

(b) extend the time under paragraph 2.1(a) of part 2 above by up to a maximum of thirty (30) calendar days under exceptional circumstances;

(c) decide forthwith upon any matter concerning such requests for information or confidentiality.

5.8 The jurisdiction of the designated arbitrator is strictly limited to rulings on the relevancy of the information requested, on requests for confidentiality and on any complaints that an undertaking of confidentiality given under clauses 5.5 and 5.6 has been breached and to grant accordingly any remedy or compensation that he or she deems appropriate.

5.9 If the parties are unable to agree upon a designated arbitrator, the Minister of Labour will be requested to nominate such arbitrator for the life of the collective agreement.

5.10 The fees and expenses of the arbitrator mentioned above shall be paid out of the fund.

5.11 For each pilot project discussed under this Appendix:

(a) The Working Committee shall prepare a business case in accordance with the Corporation's project costing and evaluation processes, and present it to the Steering Committee for approval.

(b) If the pilot project is approved and funds are available, the project will proceed. If the funds are not available, the project start date will be delayed until there are sufficient funds.

(c) Upon completion of a pilot project, an evaluation will be presented to the Steering Committee for a decision.

(d) Where appropriate, pilot projects will be funded on a net incremental cost basis, but evaluated on a full cost basis.

(e) The business case will be used in the evaluation of a pilot project and will form part of the decision to transfer pilot projects to an operational budget.

6. INNOVATION AND CHANGE INITIATIVES

6.1 The parties recognize that they can approve initiatives that require the carrying out of pilot projects. These initiatives will require that some provisions of the collective agreement be adapted, changed or suspended for the duration of the pilot project. These initiatives may be implemented only after the conditions set out in clauses 6.2 and 6.3 below have been met. As a result, the parties agree to the following provisions.

6.2 Either party may propose an initiative to the Steering Committee. Each such initiative is studied as soon as possible and the Steering Committee identifies the provisions of the collective agreement that require adaptation, changes or suspension. It also determines the duration of the pilot project and the extent to which corporate initiatives will be funded. It is understood that the Steering Committee will fund all evaluations requested by the Alliance of Corporate initiatives.

6.3 The Corporation and the Alliance may then agree to adapt, change or suspend provisions of the collective agreement and such an agreement is only valid for the duration of the pilot project agreed to between the parties; this agreement shall form an integral part of the collective agreement for the duration of the pilot project.

6.4 Wen the pilot project ends, the agreement shall automatically end, unless the Alliance and the Corporation agree to extend the project and the agreement for a specified period.

6.5 Once the Committee reviews the results of the pilot project the Corporation and the Alliance may agree to make permanent changes to the provisions of the collective agreement to ensure the final implementation of the initiative.

7.* THE SERVICE EXPANSION AND INNOVATION AND CHANGE FUND

7.1 The Corporation agrees to contribute to a Service Expansion and Innovation and Change fund (the “fund”) to be used in accordance with the mandates described in Part 1 above and administered by the Steering Committee as set out in Parts 4 and 5 above.

7.2 An account shall be established to receive the monies from the Corporation described herein. Withdrawals or cheques drawn on this account shall require the signature of two (2) members of the Steering Committee, one (1) from the Corporation and one (1) from the Alliance, and this requirement shall be defined in the banking arrangement documents to be completed by the Steering Committee.

7.3 The Corporation shall, within fifteen (15) days after each quarter-end, commencing with the second quarter ending June 2009, deposit an amount of one hundred and fifty-five thousand dollars ($155,000.00).

7.4* Any residual amounts in the fund established under the collective agreement expiring on August 31, 2020, will be transferred into the new fund established herein.

7.5 At no time shall the fund balance exceed one million dollars ($1,000,000.00). Should a quarterly payment under clause 6.3 cause the fund to exceed one million dollars ($1,000,000.00), then that payment shall be reduced so that the payment plus the fund balance prior to the payment shall not exceed one million dollars ($1,000,000.00). 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 one million dollars ($1,000,000.00). After sixty (60) days, the amount of the funds withheld shall no longer be available.

To ensure the proper functioning of the Appendix “M” Fund, the amount of a quarterly payment made under paragraph 7.5 shall be determined based on the current fund balances (market value) less any incurred but not yet paid expenses.

7.6 All interest income shall accrue to the fund.

7.7 The parties agree that the fund, monies received by it (including but not limited to interest earned) and monies expended by it shall be structured in a manner that is most beneficial for employees.

7.8 This Appendix shall continue for the life of the collective agreement. If the Appendix is not renewed, all contributions under clause 7.3 above will cease but funds unspent will continue to be managed by the Steering Committee, according to the mandates described herein, until the end of the first quarter following the expiration of the collective agreement, at which time any unspent funds (minus any outstanding liabilities) shall be returned to the Corporation and the Committee shall cease to function.

SIGNED in OTTAWA, PROVINCE OF ONTARIO, this 12 day of May, 2014.

Barbara Zdansky
Canada Post Corporation

Erna Post
Public Service Alliance of Canada

**LETTER OF UNDERSTANDING**
**BETWEEN**
**CANADA POST CORPORATION**
**AND**
**THE PUBLIC SERVICE ALLIANCE OF CANADA/**
**UNION OF POSTAL COMMUNICATIONS EMPLOYEES**

RE: APPENDIX M – SERVICE EXPANSION AND INNOVATION AND CHANGE COMMITTEE (Skill Enhancement for Surplus Employees)

*The parties agree that for the duration of the collective agreement expiring on August 31, 2020, the Service Expansion and Innovation and Change Committee's mandate shall be expanded to include the following programs:

A – Surplus Orientation Program

The Corporation and the Alliance agree that it shall be the mandate of the Service Expansion and Innovation and Change Committee to manage the orientation program aimed at assisting any employee who is surplus, or who has received formal notice that her position will be declared surplus. The goal of the orientation program shall include such areas as:

- of the staffing process as it relates to surplus employees;
- resume writing, networking and interviewing skills;
- assistance in the development of a personal training plan that includes identification of required basic individual training needs;

and any other area which the parties have identified and mutually agree to pursue.

B – Surplus Training Program

The parties agree that it shall be the mandate of the Service Expansion and Innovation and Change Committee to:

- assist employees who have self-identified as interested in participating in training programs;
- identify training opportunities that would further the goals identified under part 3.2 of Appendix M;

and any other area which the parties have identified and mutually agree to pursue.

The parties agree that any employee who agrees to participate in a training program shall be required, after the completion of the training, to remain in any resulting appointment or assignment for a period of twelve (12) months, or the duration of the appointment or assignment (including extensions) if lesser than twelve (12) months.

The parties agree that the accomplishment of the goals identified in this Letter of Understanding may require the occasional agreement to adapt, change or suspend Article 27 and/or Article 28 of the collective agreement.

*Funding for the New Programs

The Corporation shall pay into the fund twenty thousand dollars ($20,000.00) on April 30, 2017, April 30, 2018, April 30, 2019 and April 30, 2020 which shall be dedicated to the Surplus Orientation Program and three hundred thousand dollars ($300,000.00) on April 30, 2017, April 30, 2018, April 30, 2019, and April 30, 2020 which shall be dedicated to the Surplus Training Program. The additional funds described in this letter of understanding shall only be used in relation to the program for which they have been dedicated. In the event that all of the dedicated funds are not utilized in any given year, the unspent balance shall be deducted against the funds paid out for the subsequent year. Any unspent amount at the expiry of the collective agreement (minus any outstanding liabilities) shall be returned to the Corporation.

Date: March 26, 2018

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Katharine Price-Raas | Hassan Husseini |
| Canada Post Corporation | Public Service Alliance of Canada |

**APPENDIX "N"**
**JOB SECURITY**

MEMORANDUM OF AGREEMENT
BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA/
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: JOB SECURITY

The parties specifically agree that clause 28.01 of the collective agreement does not apply to employees on the recall list.

Signed in Ottawa, province of Ontario, this 6th day of April 2005.

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Barbara Zdansky | Theresa Johnson |
| Canada Post Corporation | Public Service Alliance of Canada |

## APPENDIX "O"
## EXTENDED HEALTH CARE PLAN, CORPORATE VISION AND HEARING CARE PLAN AND DENTAL PLAN

MEMORANDUM OF AGREEMENT
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA/
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

The parties agree to the following amendments to the Extended Health Care Plan, the Corporate Vision and Hearing Care Plan and the Dental Plan, to be effective from January 1, 2009:

Extended Health Care Plan:

1. The maximum eligible amount for Paramedical expenses in any one calendar year for

| | |
|---|---|
| massage therapist: | $400.00 |
| osteopath: | $500.00 |
| naturopath: | $600.00, and |
| podiatrist or chiropodist: | $500.00 |
| chiropractor: | $600.00 |
| speech therapist: | $600.00 |
| psychologist: | $1,000.00 |

2. The current hearing aids coverage will apply to newborn/infant eligible children.

3. Paramedical expenses for midwife services, to a maximum eligible amount of $400.00 for each covered person in any one calendar year will be provided. This benefit is available only in provinces where these services are regulated.

Corporate Vision and Hearing Care Plan:

4. Coverage for Hearing care will be extended to include reimbursement of charges for the purchase of batteries for hearing aids that have been prescribed by an ear, nose and throat specialist.

Dental Plan:

5. Covered Expenses (Basic Expenses only) shall be extended to include replacement fillings, in accordance with the Service Organization's policy respecting replacement fillings.

Signed in Ottawa, province of Ontario, this 27th day of March 2009.

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Rob McCullagh<br>Canada Post Corporation | Erna Post<br>Public Service Alliance of Canada |

## APPENDIX "P"
## CO-OP PROGRAM

MEMORANDUM OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA/
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: CO-OP PROGRAM

Notwithstanding clause 27.03, the Corporation may staff certain positions through a co-op program in collaboration with recognized Canadian post-secondary educational institutions that integrate work experience with academic studies. Co-op students will be selected based on the merit principle as per clause 27.01, and will be studying in a field relevant to the positions that the Corporation has identified as requiring future recruitment. A Co-op position will be for a maximum duration of four (4) months at any one time, after which the student is expected to return to her studies.

## APPENDIX "Q"*
## ELIGIBILITY LIST

CANADA POST / POSTES CANADA

### ELIGIBILITY LIST / LISTE D'ADMISSIBILITE

| Location – Lieu | Competition No. – Nº de compétition | Tenure of Appointment – Durée de la nomination indeterminate ☐ Indeterminee ☐ Specified Period Période déterminée |
|---|---|---|
| Position Title – Tire du poste | Classification | Language Requirements – Exigences linguistiques |

| Rank Rang | Name and Employee No. Nom et nº d'employé | Mailing Address Addresse postale | Position No. Nº de poste | Date of Appointment Date de |
|---|---|---|---|---|
| | | | | |

• List examined and authorized by – Liste revue et approuvée par

| Responsible Staffing Officer – Agent de dotation responsable | Title – Titre | Location – Lieu |
|---|---|---|
| | | |

| | | |
|---|---|---|
| Address – Adressse | Telephone No. – Nº de téléphone | Signature |
| Effective Date of List - Date d'entrée de vigueur de la liste (year - année) (month - mois) (date - jour) | Termination Date of List - Date d'expiration de la liste (year - année) (month -mois) (date - jour) | Date |

Employee Selection and Assessment (2000-10-11)
Sélection et évaluation des employés (2000-10-11)

## APPENDIX "R"*
## SURPLUS EMPLOYEES ASSIGNED OUTSIDE THE PSAC/UPCE BARGAINING UNIT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: SURPLUS EMPLOYEES ASSIGNED OUTSIDE THE PSAC/UPCE BARGAINING UNIT

As a result of discussions during the collective bargaining process for the renewal of the collective agreement which expired on October 31, 2004, the parties have agreed to the following with respect to the surplus employees assigned outside of the PSAC/UPCE bargaining unit:

1. Corporate Team Incentive (CTI):
   The Corporation agrees that it shall waive the relevant eligibility requirements of the CTI Plan with respect to employees who are assigned outside of the bargaining unit provided they were eligible for participation in the CTI plan at the time that they were assigned outside of the bargaining unit and that they are not also eligible for CTI as part of their terms and conditions of employment in the other bargaining unit.

   The Corporation shall pay the Corporate Team Incentive at the same rate, and on the same day, as all other employees in the PSAC/UPCE bargaining unit.

   Notwithstanding the aforementioned, in the event that the employee's straight time earnings from the work assignment(s) outside the bargaining unit surpass the regular earnings to which she would be entitled from her substantive position, the Corporation shall deduct from the CTI payment an amount equal to the difference. For clarity, the employee shall not be entitled to be placed in a better financial position than she would have been in had she remained in the bargaining unit.

2. Return to bargaining unit:
Notwithstanding the provisions of clauses 27.03 and 28.10(f) and (g), the Corporation agrees that it shall offer in order of seniority to employees assigned outside of the bargaining unit, opportunities to be reassigned with respect to assignments that are greater than 3 months in duration that are at the same or lower classification level, within a 40 kilometer radius of the location in which the employee is presently employed, provided she is qualified or has the capability and may within a reasonable period of training become qualified.

3. Surplus Training Program:
The Corporation agrees that surplus employees who are assigned outside of the bargaining unit shall be eligible to be considered for participation in the surplus training program established under Appendix M.

*The terms of this letter shall expire on August 31, 2020, and shall not be renewed unless the parties specifically agree to its extension or renewal.

Signed in Ottawa, province of Ontario, this 12th day of May, 2014.

B. Zdansky

B Zdansky

Canada Post Corporation

E.Post

Public Service Alliance of Canada

**APPENDIX "S"**
**HUMAN RIGHTS AND WORKPLACE CONFLICT**

March 27, 2009

Richard Des Lauriers
National President
Union of Postal Communications Employees
233 Gilmour Street
Suite 701
Ottawa ON K2P 0P1

RE: Human Rights and Workplace Conflict

Dear Mr. Des Lauriers,

This letter will serve to confirm the Corporation's commitment to work with the Union to continue to further build on our mutual goals of achieving a workplace free of conflict and committed to the strengthening of Human Rights.

In undertaking this commitment, the Corporation confirms its current policies on "Human Rights and Employment Equity in the Workplace" and "Workplace Violence Prevention and Protection".

Le 27 mars 2009

Richard Des Lauriers Président national
Syndicat des employés des postes et communications
233, rue Gilmour
Bureau 701
Ottawa ON K2P 0P1

OBJET: Droits de la personne et conflit en milieu de travail

Monsieur Des Lauriers,

Cette lettre confirme l'engagement de la Société à travailler avec le Syndicat afin de continuer à miser davantage sur nos objectifs communs d'instaurer un milieu de travail libre de conflits et de renforcer l'application des droits de la personne.

En formulant cet engagement, la Société confirme sa politique actuelle en matière de droits de la personne, d'équité en matière d'emploi et de prévention et répression de la violence en milieu de travail.

Because the Corporation and the Union have both expressed interest in strengthening our mutual commitments in this area, the Corporation believes this can be achieved, in part, through the provision of joint training for all new employees.

Étant donné que la Société et le Syndicat ont tous deux manifesté de l'intérêt dans le renforcement de leurs engagements mutuels dans ces domaines, la Société croit que cela peut se réaliser, en partie, par la prestation mixte de formation pour tous les nouvelles employées.

Accordingly, the Corporation wishes to extend an invitation to the Union to work together with the Corporation to continue to develop and implement a one half-day training module for new employees that will address Conflict and Human Rights issues in the workplace. At the same time, our mutual collaboration in this area will serve to assist the parties in identifying situations in the workplace where targeted training or other prevention-related initiatives may also be required to address Human Rights and Conflict in the workplace.

Conséquemment, la Société aimerait inviter le Syndicat à collaborer avec elle afin de continuer à développer et à mettre en œuvre des modules de formation d'une demi-journée à l'intention des nouvelles employées, qui traiteront des conflits et des droits de la personne en milieu de travail. Du même coup, la collaboration mutuelle dans ce domaine aidera les parties à identifier toute situation en milieu de travail pour laquelle une formation ciblée ou une initiative de prévention pourrait aussi être nécessaire afin de régler des situations spécifiques de droits de la personne et de conflits.

The Corporation will be responsible for all costs for the implementation of this training program, including the costs for materials and preparation by the facilitators.

La Société prendra en charge tous les coûts relatifs à la mise en œuvre de ce programme de formation, y compris les coûts du matériel requis et de la préparation par les animatrices.

Training shall be provided in the offices of the Corporation and during the hours of work of employees and facilitators.

La formation sera donnée dans les locaux de la Société et pendant les heures de travail des employées et des animatrices.

Facilitators designated by the Union and the Corporation shall provide the training jointly.

La formation sera offerte conjointement par des animatrices désignées par le Syndicat et la Société.

In order to implement this training module and other prevention-related initiatives, a Joint Human Rights Advisory Committee will be created. This Committee will be composed of an equal number of representatives from each party for a combined total of no more than six 6 members unless otherwise agreed. Each party will be responsible for the cost of its representatives on the Committee.

Un comité consultatif mixte sur les droits de la personne sera formé afin de mettre en œuvre ce programme de formation et toute autre initiative de prévention. Ce comité sera constitué d'un nombre égale de représentantes de chacune des parties pour un totale de six (6) membres. Chacune des parties sera responsable pour le coût de ses représentantes sur le comité.

The Committee will meet as frequently as it deems necessary to fulfill its mandate, but not less than twice a year, and the first meeting shall be held within 90 days of the date of this letter.

Le comité se réunira aussi souvent que cela semble nécessaire pour remplir son mandat, mais pas moins de deux fois par an, et la première réunion sera tenue dans les 90 jours de la date de la présente.

The Committee will provide quarterly reports on its work to both parties.

Il fournira à chacune des parties des rapports trimestriels sur son travail.

Decisions on the Committee shall be taken on the basis of consensus between the representatives of both parties.

Les décisions prises par le comité doivent l'être en accord avec les représentantes des deux parties.

Sincerely,

Bien à vous,

Rob McCullagh
Chief Negotiator / Négociateur en chef

Accepted by / Accepté par :
Richard Des Lauriers

## APPENDIX "T"*
## INTERNATIONAL POSTAL COMMUNICATIONS FUND

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

RE: INTERNATIONAL POSTAL COMMUNICATIONS FUND

During the course of collective bargaining for the renewal of the collective agreement, the Alliance requested funding from the Corporation with respect to a new initiative of the Alliance aimed at promoting and supporting various social causes both in Canada and abroad which includes the promotion and development of literacy.

The Corporation has a long standing commitment to the promotion and development of literacy both in Canada and abroad.

The parties recognize the desirability of working together for the common attainment of their mutual goals.

The parties agree to the following:

1. The Corporation agrees to contribute to the International Postal Communications Fund (the “Fund”) which shall be established and administered by the Union in accordance with the provisions of this appendix.

2. The Fund shall be used primarily for the purpose of promoting and developing literacy either in Canada or abroad.

3. The Alliance agrees that the Fund shall not be used to sponsor activities that may tarnish the image of the Corporation or be detrimental to it.

4. The Corporation shall, within sixty (60) days of signing the collective agreement, and yearly thereafter, deposit a maximum of forty thousand dollars ($40,000.00) into the Fund.

5. The Fund balance shall not, at any time, exceed the total amount of fifty thousand dollars ($50,000.00). Should any deposit into the Fund cause it to exceed this amount, that deposit shall be reduced as necessary.

6. The Union shall maintain financial records of monies received and disbursed from the Fund. The Union shall ensure that all financial records and transactions of the Fund are duly audited by a recognized firm of chartered accountants. The Corporation may question the specifics of any expenditure of the Fund and the Union shall ensure that all disbursements from the Fund conform to the provisions of this appendix.

7. Within thirty (30) days of the end of the Fund accounting year, the Union shall provide the Corporation with duly audited financial statements certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund.

8. The Corporation's obligations under this appendix shall terminate in the event that any of its provisions are breached by the Union.

9.* This Appendix expires on August 31, 2020, and shall not be renewed unless the parties specifically agree to its extension or renewal.

Signed in Ottawa, province of Ontario, this 12th day of May 2014.

B. Zdansky

Canada Post Corporation

E. Post

Public Service Alliance of Canada

## APPENDIX "U"*
## DEFINITION OF PROJECTS APPROVED BY THE CORPORATION

Letter 1

May 12, 2014

Erna Post
Public Service Alliance of Canada

Re: Definition of Projects Approved by the Corporation

Dear Ms. Post:

For the purposes of clause 2.01(y)(ii) of the collective agreement, projects will be approved by the Corporation if they have been endorsed by a member of the senior executive. Such projects will involve a one-time activity with defined deliverables to be completed within a finite time period.

Employment for term employees defined by clause 2.01(y)(ii) may be extended beyond twenty-four (24) months by mutual agreement of the parties.

The Corporation will consult meaningfully with the Union nationally prior to the launch of any such project.

Sincerely,

Barbara Zdansky
Chief Negotiator

## APPENDIX "V"*
## CLOTHING AND PROTECTIVE FOOTWEAR FOR INDETERMINATE SAMPLERS

LETTER OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

May 12, 2014

Erna Post
Public Service Alliance of Canada

**Re: Clothing and Protective Footwear for Indeterminate Samplers**

Dear Ms. Post:

The Corporation will reimburse indeterminate samplers for boots as per the corporate policy. The Corporation will also issue a quilted jacket and two (2) work shirts to indeterminate samplers and reissue on exchange.

Sincerely,

Barbara Zdansky
Chief Negotiator

## APPENDIX "W"**
## ARTICLE 31 – PAY ADMINISTRATION (ACTING PAY)

LETTER OF UNDERSTANDING
BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

**Re: Article 31 – Pay Administration (Acting Pay)**

Mr. Hassan Husseini
Negotiator
Public Service Alliance of Canada
233 Gilmour Street
Ottawa ON K2P 0P1

Dear Mr. Husseini,

This letter is further to our discussions at the negotiations table relating to Article 31 of the Collective Agreement.

During our discussions PSAC/UPCE expressed the concern that the salary grid in Appendix "AA" 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, than 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 employee's acting pay will be increased to the next increment above the amount that the employee would have been paid in the lower classification.

If the situation is brought to the Corporation's attention within the first 60 days after the employee's acting appointment, the increase will be retroactive to the first day of work in the acting position. After this period, the increase will be applied effective the date the situation was brought to the Corporation's attention.

Sincerely,

Katharine Price-Raas
Chief Negotiator

## APPENDIX "X"**
## SURPLUS EMPLOYEES

MEMORANDUM OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

**Re: Surplus Employees**

This memorandum of understanding is to give effect to the understanding reached between the parties regarding surplus employees.

The parties agree for the duration of the collective agreement expiring on August 31, 2020, to the formation of a Joint Committee to deal with Surplus Employees (the Committee). The Committee shall be comprised of an equal number of Union and Employer representatives, not to exceed four (4) on each side. Each party shall be responsible for the personnel costs associated with placing its designated representatives on the Committee. All reasonable expenses incurred by Committee members shall be funded using the Service Expansion and Innovation and Change Committee funds.

The Committee shall have the following mandate:

(a) To review all outstanding surplus employee cases at Canada Post;

(b) To review the availability of suitable vacant positions at Canada Post in a timely fashion, so as not to create additional delays in the staffing process;

(c) To review the training needs of surplus employees for the purpose of finding them alternate positions at Canada Post;

(d) Any other work the Committee determines appropriate.

The Committee shall have the power to:

(a) Identify and arrange for compulsory training for surplus employees.

(b) Identify suitable opportunities for offering a voluntary moving incentives to outstanding surplus employees who are willing to relocate to positions outside of their prescribed area of employment.

(c) Identify opportunities to leverage funding through Appendix M for early retirement/separation incentives.

(d) Assign/appoint surplus employees to positions in a higher classification for which the employee is either qualified or can become qualified within a reasonable period of training.

(e) Identify suitable opportunities for offering an alternation process on a case by case basis.

(f) Identify and recommend any other options to address and resolve a surplus situation.

The funds available under the Service Expansion and Innovation and Change Committee shall be used in proceeding with the options identified under (a), (b) or (c) above. The Committee shall submit a request to the Working Committee for the SEICC for final approval based on the availability of the necessary funds.

In undertaking their mandate, the Committee may identify options that require some provisions of the collective agreement to be temporarily adapted, changed or suspended. In such cases, the Committee shall seek the final approval of the Corporation and the Alliance prior to entering into a Memorandum of Agreement.

Nothing in this memorandum of understanding shall be construed so as to limit the Corporation's discretion to offer an incentive under clauses 28.07 or 29.04, or limit any other rights the Corporation or the Alliance may have under the collective agreement to deal with surplus employees.

The Committee shall meet within sixty (60) days of the signing of the collective agreement to commence its work. The Committee shall meet as often as is necessary to complete its work.

Date: March 26, 2018

| | |
|---|---|
| Original signed by | Original signed by |
| _____ | _____ |
| Katharine Price-Raas | Hassan Husseini |
| Canada Post Corporation | Public Service Alliance of Canada |

## APPENDIX "Y"**
## TRANSITIONAL PROVISIONS FOR EXISTING SURPLUS EMPLOYEES

MEMORANDUM OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

Re: Transitional Provisions for Existing Surplus Employees

For the purposes of subparagraph 28.10(k)(i), surplus employees who are assigned to a vacant indeterminate position at one (1) level below her substantive classification level as of March 26, 2018 shall be treated as though the assignment commenced on March 26, 2018.

For the purposes of subparagraph 28.10(k)(ii), all employees who are surplus as of March 26, 2018 shall be treated as though their respective positions were rendered surplus to requirements on March 26, 2018.

Date: March 26, 2018

Original signed by
_____
Katharine Price-Raas
Canada Post Corporation

Original signed by
_____
Hassan Husseini
Public Service Alliance of Canada

## APPENDIX "Z"**
## DEPARTURE INCENTIVE UNDER PARAGRAPH 28.01(k)(ii)

March 26, 2018

Hassan Husseini
Negotiator
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, ON K2P 0P1

Re: Departure Incentive Under Paragraph 28.01(k)(ii)

Dear Mr. Husseini,

I am writing to provide you with information about the departure incentives offered by the Corporation, pursuant to paragraph 28.10(k)(ii).

The details of each departure incentive are at the Corporation's discretion. However, for the term of this collective agreement, the Corporation makes the following commitments:

- Every such incentive offered by the Corporation will amount to at least eight (8) months regular wages.

- These incentives will vary based on the employee's years of continuous employment.

- These incentives may vary based on other relevant factors, but this discretion will not be exercised arbitrarily or in bad faith.

This letter shall expire upon the renewal of the collective agreement commencing on September 1, 2020.

Sincerely,

Katharine Price-Raas
Chief Negotiator

## APPENDIX "BB"**
## SURPLUS A1 EMPLOYEES

MEMORANDUM OF UNDERSTANDING
BETWEEN
CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

Re: Surplus A1 Employees

This memorandum of understanding gives effect to the parties' mutual intent regarding how sub-paragraph 28.10(k)(ii) should be applied to an employee whose substantive classification level is A1.

Given that A1 is the lowest classification level in the bargaining unit, option a. under sub-paragraph 28.10(k)(ii) will not have the effect of reducing an A1 employee's pay to a lower classification level.

Date: March 26, 2018

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| Original signed by | Original signed by |
| _____ | _____ |
| Katharine Price-Raas | Hassan Husseini |
| Canada Post Corporation | Public Service Alliance of Canada |

## APPENDIX "CC"**
## TRANSITION PERIOD FOR PERSONAL DAYS

The following terms shall apply until December 31, 2018:

42.11(c)

Personal Days

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

(ii) Each part-time employee shall receive a pro-rated amount of Personal Days, to a maximum of seven (7), on the first day of each fiscal year, based on the percentage of full time hours that the employee is scheduled to work.

(iii) Each term employee shall receive a pro-rated amount of Personal Days, to a maximum of seven (7), based on the length of their term employment, and the percentage of full time hours that the employee is scheduled to work.

(iv) If an 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 that fiscal year.

(v) Any unused Personal Days or portion thereof remaining at the end of the fiscal year to a maximum of seven (7) will be paid out to indeterminate employees and term employees of greater than six (6) months during the third (3rd) pay period of the following fiscal year. The amount of the payment will be based on the employee's salary as of the last day of the fiscal year. Indeterminate and term employees of greater than six (6) months have the option, on written request prior to the fiscal year ending, 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 eight and a half (8.5), for use in the following year.

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 seven (7) unused days as per the above paragraph.

For greater certainty, an employee may not have more than twelve (12) Personal Days available at any given time.

(vi) An indeterminate employee must be employed by Canada Post on the last day of the fiscal year in order to be paid out for any unused Personal Days.

(vii) For term employees, any unused Personal Days remaining at the end of their term of employment will be paid out to the employee shortly after the end of their term of employment.

(viii) 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.

[…]

The following terms shall apply for the period between January 1 and June 30, 2019:

Personal Days

(i) Each full-time employee will be allocated three and one-half (3.5) Personal Days on January 1, 2019.

(ii) Each part-time employee shall receive a pro-rated amount of Personal Days, to a maximum of three and half (3.5), on January 1, 2019, based on the percentage of full time hours that the employee is scheduled to work.

(iii) Each term employee shall receive a pro-rated amount of Personal Days, to a maximum of three and a half (3.5), based on the length of their term of employment, and the percentage of full time hours that the employee is scheduled to work.

(iv) If any employee begins their employment with Canada Post part way through the period between January 1 and June 30, 2019, their Personal Days, to a maximum of three and a half (3.5), shall be pro-rated based on the number of days remaining in that period.

(v) Any unused Personal Days (or portion thereof) remaining as of June 30 will be paid out to indeterminate employees and term employees of greater than six (6) months during the third (3rd) pay period after June 30. The amount of the payment will be based on the employee's salary as of June 30. Indeterminate and term employees of greater than six (6) months have the option, on written request prior to June 30, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining as of June 30, to a maximum of five (5), for use in the following year from July 1 to June 30.

An employee who has carried over Personal Days (or portion thereof) from the prior fiscal year may have those days paid out, if they remain unused as of June 30, 2019, in addition to the payout of unused days as per the above.

For greater certainty, an employee may not have more than twelve (12) Personal Days available at any given time.

(vi) An indeterminate employee must be employed by Canada Post as of June 30, 2019 in order to be paid out for any unused Personal Days.

(vii) For term employees, any unused Personal Days remaining at the end of their term of employment will be paid out to the employee shortly after the end of their term of employment.

(viii) For any employee who ends her employment with Canada Post between January 1 and June 30, 2019, any unused Personal Days as of her 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 this time.

SIGNED IN OTTAWA, PROVINCE OF ONTARIO, THIS 26th day of March, 2018.

Canada Post Corporation

Katharine Price-Raas

Hannah Currie

Pascal de Brienne

Heather Henry

Martti Raivio

Public Service Alliance of Canada/Union of Postal Communications Employees

Hassan Husseini

Brian Collins

Joey De La Fontaine

Jacqueline Gujarati

François Paradis

Andrea Rankin

Denise Tremblay

Greg McGillis

# CALENDARS

# Calendar 2016

January

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# Calendar 2017

**January**

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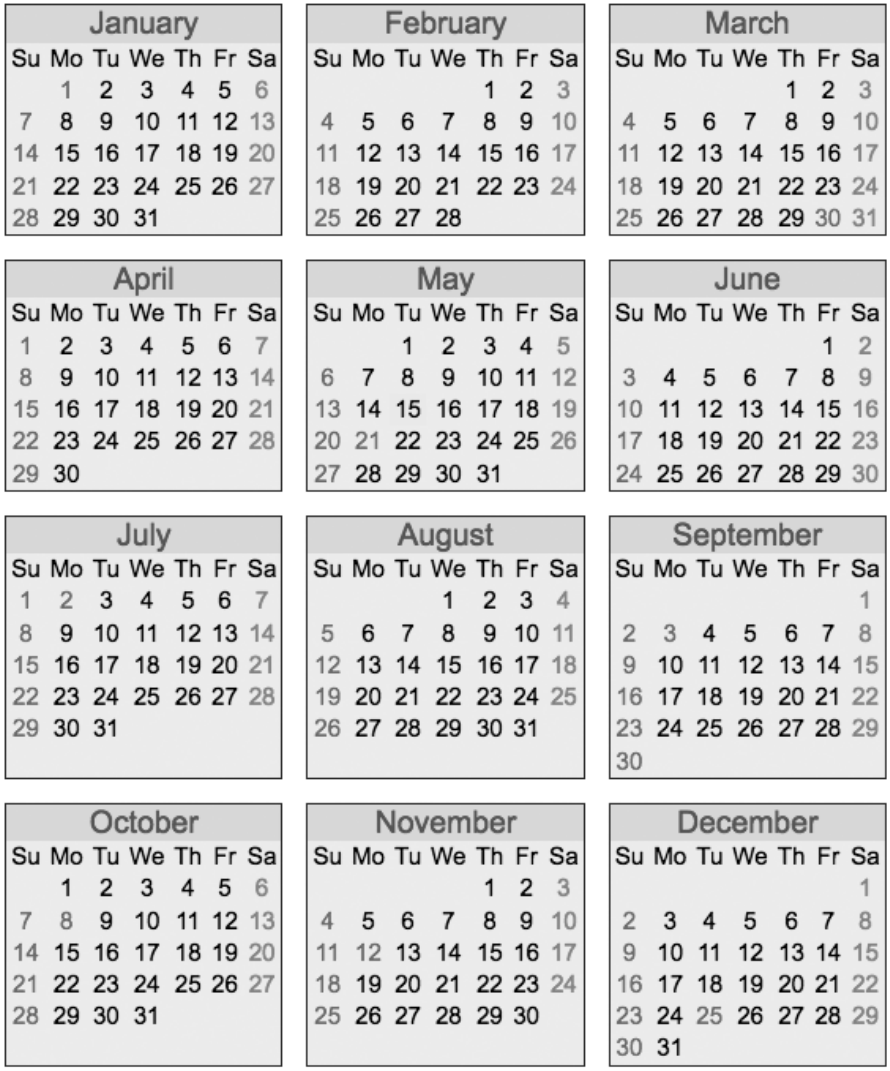
# Calendar 2018



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# Calendar 2019

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| 24 | 25 | 26 | 27 | 28 | | |

March

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

April

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

May

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

June

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

July

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

August

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

September

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

October

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

November

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

December

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

# Calendar 2020

January

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

February

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

March

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

April

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

May

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

June

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

July

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

August

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

September

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

October

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

November

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

December

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |