

Collective Agreement

Between

Purolator Courier Ltd

and

The Public Service Alliance of Canada

Expires December 31, 2012

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Article 1: Purpose

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 Purolator Courier Ltd. hereinafter referred to as "the Company", is to establish orderly relations between the parties and to set 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, as well as to promote good relations and a climate of co-operation between the Company and its employees represented by the Union.

1.02 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.

1.03 Definitions

For the purpose of this Agreement:

- a) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for more than one year and who has been identified in writing to the Company as the employee's spouse regardless of gender.
- b) "UPCE" means the Union of Postal Communications Employees of the Public Service Alliance of Canada.
- c) "Local Union" means a fully constituted local by the Union of Postal Communications Employees representing members of the bargaining unit.

- d) "Continuous Service" means uninterrupted employment with Purolator Courier Ltd.
- e) "Regular employees" are full-time or part-time employees with permanent regularly scheduled weekly hours.
- f) "Temporary employees" are employees hired for a specified term of employment with temporary regularly scheduled hours who will not be used to circumvent the hiring of regular employees.
- g) "Casual employees" are employees who work on an irregular or sporadic basis.
- h) The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.

Article 2: Recognition

2.01 Certification and Recognition

The Company recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board in file No. 530-2370 on the 8th day of June, 1995.

2.02 Exclusive Agreement

No particular agreement relating to working conditions other than those provided for in the present agreement, between an employee and the Company, is valid unless it has received the written approval of the officers duly mandated by the Union and the Company. This agreement may be amended by mutual consent in writing.

Article 3: Management Rights

3.01 **Acknowledged Right**

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

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

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

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

Article 4: Strike/Lock-Out

4.01 **No Strike/Lock-Out**

It is agreed that for the duration of the present agreement, there shall be no strike nor lockout, nor work slowdown, nor total or partial stoppage of work, nor study session, nor any other similar act.

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

4.02 Picket Lines

It shall not be a violation of this agreement or cause for discharge or discipline of any employee, in the performance of her duties, to either accept or refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line. Any employee choosing to exercise her right of refusal must immediately advise her immediate supervisor.

Article 5: Union Security

5.01 Maintenance of Membership

Employees who are members of the Union at the time this Agreement is signed, as well as those who subsequently become members, must maintain their membership in the Union in good standing as a condition of continued employment. At the time of initial hire, all new employees will become members of the Union. The Company will ensure that new employees sign Union cards and will forward the cards to the local Union as soon as possible.

5.02 Dues Deductions

The Company will deduct each month an amount equal to the monthly membership dues from the pay of all employees covered under the scope of this Collective Agreement. Where an employee does not have sufficient earnings in respect of any month to permit such a deduction, the Company shall not be obliged to make such deduction from subsequent wages.

- 5.03 Monthly Dues
The Union shall inform the Company in writing of the authorized monthly deduction for each employee.
- 5.04 New Employee
Monthly dues deductions for an employee will start with the first calendar month of employment to the extent that earnings are available.
- 5.05 Remittance
The amounts deducted in accordance with clause 5.02 shall be remitted to the Comptroller of the Union by cheque 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.
- 5.06 Arrears
Whenever there is a new hire or a change in an employee's status, the Company agrees to notify the Local Union as soon as possible. The Union will notify the Company in writing of any arrears in dues. The Company will commence deductions in amounts prescribed by the Union in such written notice and forward such monies to the Union along with the monthly dues as prescribed for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.
- 5.07 Bargaining Unit Work
A person who is not part of the bargaining unit will not normally perform bargaining unit work. However, it is expressly understood that persons who are not part of the bargaining unit may perform bargaining unit work in the following cases:

- a) In the case of training and/or experimentation and/or the introduction of new equipment, systems or work methods;
- b) In the case of emergency, when needs cannot be met by members of the bargaining unit;
- c) In the case of circumstances beyond the control of the Company;
- d) In the case of meeting customer service needs.

It is understood that such work performed by persons who are not members of the bargaining unit shall not have as intent the reduction of the number of regular positions nor the prevention of the creation of regular positions.

5.08 Tax Forms

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

Article 6: Grievance Procedure

6.01 General

Both the Company and the Union recognize and acknowledge the importance of communication when involved in the process outlined in this Article and commit to making every reasonable effort to deal with grievance matters in an expeditious and effective manner.

6.02 Definitions

The term "working days" in this article excludes Saturdays, Sundays and General Holidays provided by the Collective Agreement.

The term "steward" in this article refers to an employee appointed as per the provisions of clause 14.01.

The term "Company" in this article refers to the Human Resources Manager and/or designates appointed by the Human Resources Manager. The Union will be advised in

writing of the names of the designates appointed by the Human Resources Manager.

6.03 Time Limit to File a Grievance

Any employee having a problem that may give rise to a grievance has fifteen (15) working days to submit a written grievance from the date on which the employee becomes aware of the circumstances giving rise to the grievance.

6.04 Verbal Step

- a) When an employee has a problem that may give rise to a grievance, she should first discuss it with her immediate manager in an attempt to resolve the issue. The employee may be accompanied by a Union steward for this discussion.
- b) Where the employee chooses to continue the process because the problem has not been resolved by the discussion in paragraph (a) or the employee has opted not to follow paragraph (a), she shall bring the matter to the attention of a Union steward. The steward shall schedule a meeting with the manager to discuss and attempt to resolve the issue. This meeting shall be held within five (5) working days following notice by the Union steward.
- c) The manager will give her answer within five (5) working days following the discussion in 6.04(b).
- d) The period between the steward's initial contact with the manager and the manager's final answer shall not count as elapsed time for the purpose of the grievance time limit noted in 6.03.

6.05 Written Step

Following the Verbal Step and where the grievance has not been satisfactorily resolved, the Union may submit a written grievance to the Company within the time limit

noted in 6.03. The grievance form must be signed by the employee. When a grievance is submitted, the Company's representative shall immediately sign and date all copies of the grievance.

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

In the case of an unsatisfactory answer or in the absence of an answer, the Union will inform the Company in writing of its intention to submit the grievance to arbitration in the thirty (30) working days following the meeting with the Company.

The monthly meeting will be held on a mutually agreed upon predetermined date and site. The stewards designated to attend the monthly meeting will be excused from their regular duties to attend the meeting.

6.06 Suspension or Dismissal

In cases of suspension or dismissal, a grievance may be filed at the written step of the grievance procedure by submitting it in writing to the person designated by the Company within the fifteen (15) working days following imposition of the suspension or the dismissal.

6.07 Union Grievance

The Union may make and submit a grievance, commencing at the written step, in the name of a group of employees or the whole of the employees, or on behalf of the Union as such.

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

6.08 Company Grievance

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

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

6.09 Written Statement

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

6.10 Mutual Agreement in Writing

All decisions taken by mutual agreement in writing between the designated representatives of the Company and the Union, at any time during the grievance and arbitration

procedures, shall be final and binding upon the Company, the Union and the employees.

6.11 Time Limits

The time limits provided for in the present article are mandatory and may only be prolonged by mutual agreement in writing between the Company and the Union. If the Union fails to submit a grievance within the time limits stipulated in this article, the grievance shall be deemed abandoned. Similarly, if the Company fails to reply to a grievance in writing within the time limits stipulated in this article, the grievance may be referred to arbitration.

The Union may withdraw a grievance, without prejudice, at any time.

6.12 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.

6.13 No Loss of Regular Wages

An employee will not lose any regular wages for attending a verbal or written grievance meeting with the Company. If a grievance involves more than one employee or if several grievances of the same or similar nature are being dealt with, only one employee may attend the verbal or written grievance meeting unless there is mutual agreement between the parties to allow more employees to attend.

6.14 Monetary Compensation

Any grievance resolution which results in a financial settlement shall be paid no later than twenty (20) working days after the date of resolution. Such payment will be indicated on the paystub, where possible.

Article 7: Arbitration

7.01 Notice of Arbitration

Where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party within the time limit provided for in Article 6.

Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 6 of the present agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

7.02 Appointment of an Arbitrator

The grievance shall be submitted to a sole arbitrator by mutual agreement in writing between the Company and the Union. In cases whereby several cases of a disciplinary nature are the subject of grievances for an employee or a group of employees, the parties may agree to have them heard individually by the same arbitrator. Should the parties be unable to mutually agree upon an arbitrator within thirty (30) days of the referral, either party may request the Federal Minister of Labour to appoint an arbitrator.

