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# Collective Agreement for Rural and Suburban Mail Carriers

between

Canada Post Corporation

and the

Canadian Union  
of Postal Workers

Expires: December 31, 2017

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**COLLECTIVE AGREEMENT  
FOR RURAL AND  
SUBURBAN MAIL CARRIERS  
BETWEEN THE  
CANADIAN UNION OF POSTAL WORKERS  
AND  
CANADA POST CORPORATION**

**EXPIRES: December 31, 2017**

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## **ARTICLE 1**

### **PURPOSE OF COLLECTIVE AGREEMENT**

#### **1.01      Purpose**

The purpose of this collective agreement is to establish and maintain a harmonious relationship between Canada Post Corporation (hereinafter referred to as "Canada Post" or the "Corporation"), its employees and the Canadian Union of Postal Workers (hereinafter referred to as the "Union") and to provide procedures for the resolution of problems that may arise during the term of this agreement.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **2.01      Rights**

It is recognized that Canada Post has the exclusive right to manage and operate its business as it sees fit, subject only to the restrictions imposed by law or by the terms of this collective agreement.

## **ARTICLE 3**

### **RECOGNITION**

#### **3.01      Sole and Exclusive Bargaining Agent**

The Corporation recognizes the Union as the sole and exclusive bargaining agent of all the employees exercising the function of delivery of mail on rural and suburban service routes.

This group of employees constitutes the bargaining unit to which this collective agreement applies.

**3.02      Access to Facilities**

Representatives of the Union will be entitled to access non-public areas of facilities that are owned or leased directly by the Corporation, in which the Union's bargaining unit members work, if they notify the appropriate representative of the Corporation with at least twenty-four (24) hours' notice and state the time, date and purpose of the visit. Permission may be denied on the basis of failure to provide proper notification.

**ARTICLE 4****UNION DUES****4.01      Dues**

- (a)      The Corporation shall, as a condition of employment, deduct from the monthly earnings of all the employees in the bargaining unit, the ordinary membership dues of the Union, the amount of which may vary according to different locations.
- (b)      The Corporation shall not levy a charge upon the Union or its members for rendering this service.
- (c)      Subject to the provisions of this article, the Corporation shall also deduct, as Union dues, a special levy ordered by the Union, not more than once a year, provided that this levy is uniform and is payable by all the employees of the bargaining unit. The special levy shall, at the request of the Union, be deducted over a period of more than one (1) month.

**4.02        Setting of Dues**

The Union shall inform the Corporation by means of a data storage medium of the authorized membership dues to be checked off in accordance with clause 4.01.

**4.03        Dues Begin Immediately**

For the purpose of applying clause 4.01, deductions from pay for each employee in respect of each month will start from the first month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Corporation shall not be obliged to make such deductions from subsequent salary.

**4.04        Remit Dues the Next Month**

The amounts deducted in accordance with paragraph 4.01(a) shall be remitted to the Union by electronic funds transfer on the 15<sup>th</sup> of the month following the month in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.

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

The Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this article, except for an error committed by the Corporation in the amount of dues deducted; however,

- (a) where such error results in the employee being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;

- (b) where such an error results in an overdeduction of dues and the money has not been remitted to the Union, the Corporation shall reimburse the employee in the amount of the overdeduction. Such overdeduction shall be reimbursed under normal circumstances in the month following the month in which the overdeduction and the failure to remit the dues to the Union are verified.

#### **4.06 Additional Information**

The Corporation agrees to provide the Union with all necessary supplementary information including computerized data in order that the bargaining agent may adequately verify the check-off of Union dues for all employees belonging to the bargaining unit.

The Corporation will provide the Union with all available information related to Union dues.

#### **4.07 Compulsory Membership**

- (a) Any employee hired after the signing of this collective agreement, shall, as a condition of employment, become a member of the Union at the time of hiring, or as soon as possible, in accordance with clause 6.03.
- (b) The Corporation will not be obliged to terminate any employee whose membership rights have been revoked by the Union.

#### **4.08 T4 Slips**

The Corporation shall report on the employees' T4 slips and Relevés 1 the amount deducted as union dues provided the Union is complying with the requirements and conditions imposed by legislation, regulation or governmental administrative practices in

respect of such report. The reported amount shall reflect the amount appearing on the pay stubs for the corresponding taxation year.

## **ARTICLE 5**

### **DISCRIMINATION**

#### **5.01      Discrimination**

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, gender expression, gender identity, marital status, family status, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

## **ARTICLE 6**

### **COMMUNICATIONS**

#### **6.01      Information Essential to the Union**

The Corporation shall provide the Union with copies of written communications issued by the headquarters of the Corporation that affect working conditions or conditions of employment of employees in the bargaining unit, and this, at least thirty (30) calendar days before the introduction of a change.

#### **6.02      Notification of the Union**

Whenever one of the events described in Appendix "B" occurs, the Corporation agrees to provide, without delay but within fifteen (15) calendar days, the Union with the information listed in Appendix "B".

In the event that multiple changes are made and the information is identical, the name, address and employee number of the employees affected may be included and attached to the Notice of Change as described in Appendix "B".

**6.03            New Employees**

- (a)            The Corporation agrees to acquaint new employees with the fact that a collective agreement is in effect. As soon as possible, the Corporation shall provide the employee with a copy of the collective agreement and introduce him or her to his or her Union steward and his or her alternate, when he or she is available in the postal installation.
- (b)            As soon as possible after the first day of work of new employees or employees in a new position, the steward or his or her alternate shall be introduced to him or her, when available in the postal installation, and shall be allowed, during the hours of work, a period of fifteen (15) minutes to confer with them.

**6.04            List of Installations**

The Corporation shall provide the Union with a list of the postal installations in which employees work within thirty (30) calendar days of the signing of this collective agreement. This list shall indicate the routes attached to each postal installation.

The Corporation shall advise the Union, in writing, of any subsequent change to the list at least thirty (30) calendar days in advance.

**6.05      Correspondence**

Each party shall notify the other of the officers at the respective levels to whom correspondence and contacts should be directed and of any changes that may occur.

**6.06      Electronic Version**

During the life of the collective agreement, the parties at the national level may agree to exchange documents or reports referred to in the collective agreement by electronic means.

**ARTICLE 7****UNION-MANAGEMENT MEETINGS****7.01      Principle**

The Corporation and the Union recognize the need for constructive and meaningful consultation on any issue of mutual interest covered in this collective agreement. They also recognize that consultation may involve an exchange of information, research and consideration of each party's views and opinions, as well as discussions. They agree that consultation does not imply reaching an agreement nor does it interfere with the parties' rights under this collective agreement.

**7.02      Level of Consultation**

Consultation may be held at the national level or at any other level agreed to between the parties.

**7.03      Consultation Meetings**

When a party requests a consultation meeting on a given issue, the other party shall accept and agree on a

date and time. A location shall be mutually agreed to by the parties. Premises will be provided by the Corporation.

**7.04            Minutes**

The Corporation shall provide the participating Union representatives with minutes (as complete as possible) of the proceedings of any Union-management meeting within a period which shall not exceed fifteen (15) working days of the date the meeting was held.

In the case of meetings at the local level, a copy of the minutes is sent within the same time limit to the National Director responsible of the local concerned.

**7.05            Representatives**

Full-time representatives of the Union may attend, without restrictions, any union-management meeting at any level.

**7.06            Attendance**

Non full-time Union representatives attending Union-management meetings will remain on the Corporation's payroll and the Corporation will be fully reimbursed by the Union in accordance with Article 21.

**7.07            Local Agreements**

Any signed agreement arising from local consultation shall be precisely recorded in the minutes of the meeting and shall govern the relationship between the parties within the jurisdiction for which such agreement has been concluded, subject to the following conditions:

- (a)            the local agreement shall not contradict this collective agreement;

- (b) the local agreement shall require the written approval of the authorized national official of the Union;
- (c) any agreement concluded by the parties under this article has the same effect as any provision of this collective agreement, and is subject to the grievance procedure, including arbitration.

**7.08 Grievance Procedure Separate**

Labour-management meetings described in this article shall not deal with grievances being processed in accordance with Article 9.

**ARTICLE 8**

**SENIORITY**

**8.01 Continuous Employment**

For the purposes of this collective agreement, “continuous employment” shall mean the length of continuous service of an employee since the date of his or her last hiring as an employee of the Corporation.

**8.02 Seniority**

Seniority shall be determined by the length of continuous employment of the employee within the bargaining unit since his or her last date of entry in the unit, subject to the provisions of clauses 8.03 and 8.04.

**8.03 Period Prior to 2004**

For route holders and permanent relief employees as of the date of signing of the collective agreement, who came into employment with the Corporation through the application of the “Memorandum of

Agreement concerning the Rural Route and Suburban Service Contractors between Canada Post Corporation and the Canadian Union of Postal Workers”, the period prior to January 1, 2004 during which a person worked as a Rural Route and Suburban Service Contractor shall be recognized for the sole purpose of seniority under clause 8.02 subject to the following:

- (a) The new seniority date of an employee under this clause shall be the date previously used to establish the ranking of the employee, subject to a revision, if any, under Appendix “L”.
- (b) For the sole purpose of determining seniority of employees under this clause, the bargaining unit is deemed to have always been in place.

**8.04 On Call Relief Employees**

If an on call relief employee obtains a route holder or permanent relief position, his or her seniority date shall be deemed retroactive to the first date of hire as an on call relief employee subject to the following:

- (a) any period greater than nine and one half (9.5) months during which an employee was not in the employ of the Corporation shall constitute a break in seniority.

**8.05 Use of Seniority**

Seniority shall be used to accommodate employees’ preferences where the collective agreement so provides.

**8.06            Posting and Updating of Seniority Lists**

- (a)            The Corporation shall maintain updated seniority lists by province or territory, as applicable. It shall send the revised lists to the local of the Union. It shall post such revised lists in each postal installation every six (6) months.

As soon as possible following the posting, the Corporation shall provide a copy of the seniority list to any employee who is not required to go to a postal installation to receive mail to be delivered.

- (b)            The seniority list shall include the following information:

- employee's name
- seniority date
- work location (postal installation)

**8.07            Accumulation of Seniority**

Seniority continues to accumulate when an employee works outside the bargaining unit on a temporary basis, provided it is not in a managerial or supervisory position.

Seniority does not continue to accumulate when an employee works outside the bargaining unit on a temporary basis in a managerial or supervisory position.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION**

#### **9.01        Definitions**

In this article:

- (a)        “*grievance*” means a written complaint presented by the Union or the Corporation that is submitted in accordance with the applicable procedures contained in this article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of this agreement.
- (b)        “*authorized representative of the Union*” means a person designated by the Union to deal with grievances.
- (c)        “*union steward*” means a postal employee appointed or elected by the Union to act as an authorized representative of the Union. In the event that the union steward is unable to perform his or her function, the Union will designate or substitute another postal employee to act on his or her behalf.
- (d)        “*authorized representative of the Corporation*” means a person authorized to deal with grievances.

#### **9.02        Right of Employees to Complain**

- (a)        An employee may attempt to resolve, with his or her supervisor, any problem or disagreement relating to his or her working conditions prior to using the grievance

procedure. In such a case, the employee, if he or she so wishes, may be accompanied by a union steward. If necessary, such union representation may be done by telephone.

- (b) A union steward may also attempt to resolve, with a supervisor or other representative of the Corporation, any problem or disagreement relating to the working conditions of employees prior to using the grievance procedure.
- (c) Discussions held under this clause shall be conducted without prejudice and shall not affect the rights of the parties should a grievance be filed at a later date.

#### **9.03 Representatives**

The parties shall notify each other of the names and areas of jurisdiction of the persons authorized to represent them for the purposes of this article and shall promptly notify each other of any changes.

#### **9.04 Recognition of Union Stewards**

Union stewards shall have the right to investigate complaints and to prepare and present grievances in accordance with the procedures herein provided for and, for that purpose, shall have the right to meet or communicate with the employee on behalf of whom the grievance could be submitted. This right will be granted as soon as possible and will not be unreasonably withheld.

If the union steward is an employee in the bargaining unit, the performance of the above functions shall not cause any change in the services to the customers nor the payment of overtime.

**9.05            Presentation of Grievances**

Where the Union wishes to present a grievance, an authorized representative shall transmit the grievance to an authorized representative of the Corporation, who shall forthwith:

- (a)            enter on the grievance and the copies the date on which the grievance was received;
- (b)            provide the Union representative with a copy of the grievance;
- (c)            forward the grievance to the representative of the Corporation authorized to reply to the grievance.
- (d)            The Corporation agrees to distribute to the Union copies of the grievances submitted and copies of its reply in the following manner:
  - 3rd copy to the national office of the Union;
  - 4th copy to the regional office of the Union;
  - 5th copy to the local office of the Union;
  - 6th copy to the employee on behalf of whom the grievance has been submitted.

**9.06            Time Limits on Grievances**

- (a)            A grievance concerning only one employee shall be presented not later than the twenty-fifth (25th) working day after the date on which the employee knew or ought reasonably to have known of the facts giving rise to the grievance.

- (b) A grievance concerning a group of employees may be presented by an authorized representative of the Union not later than the sixtieth (60th) working day following the date on which the first employee of the group first became aware of the action or circumstances giving rise to the grievance.

**9.07 Description of the Grievance**

The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the collective agreement. During the grievance and arbitration procedure, the grieving party shall, at the request of the other party, endeavor to clarify the written description of the grievance. The written description of the grievance may be clarified without changing the substance of the grievance.

**9.08 Right to Present a Policy Grievance**

An authorized representative of the Union may present a policy grievance at any time in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

- (a) where there is a disagreement between the Corporation and the Union concerning the interpretation or the application of the collective agreement;
- (b) where the Union is of the opinion that a policy, directive, regulation, instruction or communication of the Corporation has or will have the effect of contravening any provision of the collective agreement, of causing prejudice to employees of the Union or of being unjust or unfair to them.

**9.09            Grievance Meetings**

The parties agree that grievances shall be processed as expeditiously as possible. They agree that representatives authorized to resolve grievances shall meet or communicate on a regular basis in order to discuss the grievances and try to resolve them.

**9.10            Reply to Grievance**

Within twenty-five (25) working days after receipt of a grievance, the Corporation shall reply in writing to the grievance and include its codification. The reply shall be sufficiently clear so as to determine the relationship between the collective agreement, the grievance and the decision.

If the Corporation does not reply to the grievance within the prescribed time limit, the grievance may be referred to arbitration after the expiration of the time limit.

**9.11**            If the grievance is sustained, the corrective action requested should be implemented without delay and the employee on whose behalf the grievance was submitted and the Union will be provided with written notice of the action taken to implement the decision.

**9.12            Reference to Arbitration**

A grievance shall be referred to arbitration within thirty (30) working days of the receipt of the reply given under clause 9.10 by written notice to the Corporation.

This time limit may be extended by agreement of the parties or by the arbitrator if he or she is satisfied that there are reasonable grounds for the extension and that the other party will not be prejudiced by the extension.

**9.13            Sole Arbitrator**

Grievances referred to arbitration shall be heard by a sole arbitrator. The following persons shall act as arbitrators under the formal or regular arbitration procedure to hear grievances coming from the area for which they are appointed:

**ATLANTIC PROVINCES**

Susan Ashley  
James Oakley

**PROVINCE OF QUEBEC AND NUNAVUT**

Jean-Guy Ménard  
Denis Nadeau  
François Hamelin  
Serge Brault

**PROVINCE OF ONTARIO**

Kathleen O'Neil  
Barry Stephens  
Susan Stewart

**PROVINCES OF ALBERTA, MANITOBA AND  
SASKATCHEWAN AND NORTHWEST TERRITORIES**

Arne Peltz  
William Hamilton  
John Moreau

**PROVINCE OF BRITISH COLUMBIA, AND THE YUKON**

James Dorsey  
Colin Taylor

**9.14**            The national list of arbitrators will be used for grievances concerning the unit as a whole, grievances

concerning the Union as such, grievances concerning employees in more than one area and policy grievances.

**NATIONAL LIST OF ARBITRATORS**

Susan Stewart  
Jules Bloch  
Serge Brault

**9.15** All grievances shall be assigned to an arbitrator by the party who submitted the grievance, in the chronological order in which they were referred to arbitration, unless the grievance has been placed in abeyance or unless the parties agree otherwise.

The arbitrator is chosen in rotation from the lists established under clauses 9.13 and 9.14.

Where the designated arbitrator is unable to commence the hearing of the grievance within sixty (60) calendar days or where he or she refuses or is unable to act, the Union may then call upon the following arbitrator of the appropriate list to hear the grievance.

**9.16            Hearing Dates**

**(a)** The arbitrator shall promptly hear the parties. The arbitrator may proceed in the absence of a party if such party was duly notified of the hearing.

**(b)** Forthwith upon the signature of this agreement and periodically thereafter, the parties shall make arrangements with every arbitrator to set apart in advance a list of hearing days for each month of the year. The number of days so determined by all the arbitrators of an area shall allow enough time to expeditiously dispose of all the grievances coming from this area. In case of

disagreement between the parties on the number of days or on the specific dates that an arbitrator shall set apart for the parties, he or she shall decide.

- (c) Notwithstanding the above, the parties agree that no hearings shall be held between December 10 and January 3 inclusively. Moreover, the parties shall set apart no more than one (1) hearing date for each arbitrator from December 1 to December 9.

**9.17      Location of the Sitzings and the Language of Arbitration**

The language of the hearing shall be determined by the Union. The parties shall agree on the location of the hearing or the arbitrator shall decide. The sittings of arbitration shall be held in the Corporation's offices or in any other facility provided by the Corporation.

**9.18      Arbitration Procedures**

- (a) Grievances are heard under the formal or the regular arbitration procedure.
- (b) Unless agreed otherwise between the parties, grievances concerning termination of employment, grievances concerning the bargaining unit as a whole or employees in more than one area, grievances that concern the Union as such, policy grievances, grievances involving significant monetary or contractual issues and complex grievances shall be heard in the formal arbitration procedure.
- (c) All other grievances are heard under the regular arbitration procedure.

**9.19** Where an issue will be dealt with at formal arbitration such that it may have an influence on the disposition of other grievances that are part of the regular procedure inventory of grievances, the parties shall keep those regular procedure grievances in abeyance until the issue is disposed of at formal arbitration.

**9.20 Formal Arbitration Procedure**

It is understood that the arbitrator shall be vested with all the powers conferred upon him or her by the *Canada Labour Code*.

The arbitrator shall not modify the provisions of this collective agreement.

**9.21** The arbitration award must state the grounds on which it is based and be rendered as expeditiously as possible. The arbitrator may render the decision immediately, but must give written reasons later on provided it is done within sixty (60) working days after the decision, unless, owing to circumstances beyond the control of the arbitrator, it is not practicable to do so. In such a case, the award shall be executed without waiting for the reasons.

**9.22** The award of the arbitrator shall be final and executory. It shall be binding upon the Corporation, the Union and the employees. The final decision rendered by an arbitrator binds the Corporation, the Union and the employees in all cases involving identical or substantially similar circumstances.

**9.23** The Corporation and the Union shall share equally the fees and expenses of the arbitrator.

**9.24            Regular Arbitration Procedure**

The regular arbitration procedure is an informal procedure meant to facilitate and accelerate the resolution of grievances arising out of the application of the collective agreement. The parties therefore agree not to use lawyers in this procedure and to conduct the hearing in the most informal and expeditious way possible. They further agree to meet at least one week prior to the arbitration hearing to attempt to settle the grievance, to agree on the facts relevant to each grievance and to exchange documents and authorities. They finally agree that they will attempt to minimize the use of witnesses during the hearing.

**9.25**            Whenever possible, the arbitrator shall deliver his or her decision orally at the conclusion of the hearing and give a brief resume of his or her reasons and confirm his or her conclusions in writing thereafter. When the decision is not delivered orally at the conclusion of the hearing, the arbitrator shall render it in writing within thirty (30) days.

**9.26**            The decision of the arbitrator shall be final and executory. It shall be binding upon the Corporation, the Union and the employees. However, the decision shall not constitute a precedent and shall not be referred to in subsequent arbitrations.

**9.27**            The provisions of clauses 9.20 and 9.23 shall apply to the regular arbitration procedure.

**9.28            Grievances Held in Abeyance**

The parties agree to hold in abeyance any unresolved disciplinary grievance where discipline was imposed with no financial impact on the employee such as reprimands or waived suspensions and those relating to

measures taken by the Corporation with respect to the attendance of an employee.

These grievances shall be kept in abeyance until either party wishes to rely on the presence or absence of such discipline or measures taken by the employer with respect to the attendance of the employee in relation to another relevant issue or, at the latest, twelve (12) months from the date of the alleged infraction or employer dissatisfaction. At the expiration of the twelve (12) months, the grievance shall be deemed to be settled.

#### **9.29            Grievances of the Corporation**

Where the Corporation wishes to present a grievance, it shall be transmitted to a national officer of the Union and clauses 9.06 to 9.12 shall apply with the necessary changes.

Any grievance of the Corporation referred to arbitration shall be heard by a single arbitrator from the national list in clause 9.14 and under the formal arbitration procedure. Clauses 9.15 to 9.17 and 9.20 to 9.23 shall then apply with the necessary changes.

#### **9.30            Translation**

Any translated arbitration decision shall be forwarded to the Union. It is understood that the translated version shall not be regarded as official.

### **ARTICLE 10**

#### **DISCHARGE AND DISCIPLINE**

##### **10.01           Just Cause**

No disciplinary measure, including discharge, shall be imposed on any employee without just, reasonable

and sufficient cause and without him or her receiving a written notice showing the grounds on which the disciplinary measure is imposed.

In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Corporation and the evidence offered by the Corporation shall be confined to the grounds mentioned in this notice.

**10.02      Personal File**

- (a)      The Corporation shall inform the employee in writing of any source of dissatisfaction with him or her within ten (10) working days following the date of the incident or of its coming to the attention of the Corporation. Should the Corporation fail to provide such notice, it cannot use this source of dissatisfaction against the employee in the grievance procedure or at arbitration.
- (b)      Any unfavourable report concerning an employee shall be withdrawn from his or her file twelve (12) months following the incident at issue as well as any response or comment made by the employee regarding this unfavourable report.
- (c)      A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the employee.

**10.03      Access to Personal File**

Upon written request from an employee, he or she and/or his or her Union representative shall have access to his or her personal file in the presence of an authorized representative of the Corporation. At no time shall an employee or his or her representative remove from his or her

personal file any document contained therein. Access to the files will be granted within a reasonable period of time.

**10.04        Interviews**

The Corporation agrees to notify an employee in writing, twenty-four (24) hours in advance of any interview of a disciplinary nature or related to his or her attendance record and to indicate his or her right to be accompanied by a Union representative as specified in clause 10.05 and the purpose of the meeting, including whether it involves the employee's personal file.

The employee has the right to refuse to participate or to continue to participate in such interview unless he or she has received the notice hereinabove provided for.

If the employee fails to appear at the interview and does not explain his or her inability to do so, the Corporation shall proceed unilaterally.

**10.05        Right to Representation**

- (a)        An employee requested to attend an interview shall have the right, if so requested, to be accompanied and represented by a union representative. Right to representation shall not cause the interview to be unduly delayed.
- (b)        Any delay of time so caused will not be included in the calculation of the ten (10) working day time limit provided in paragraph 10.02(a).

**10.06        Termination of Employment**

Article 9 and clause 10.01 shall apply, with the necessary changes, to any form of termination of employment decided by the Corporation.

## **ARTICLE 11**

### **ROUTE CHANGES**

#### **11.01      Maintain Existing Routes**

All routes that existed when this collective agreement came into effect shall be maintained until decided otherwise by the Corporation in accordance with the provisions of this article.

#### **11.02      Annual Pay Adjustments**

Adjustments to annual pay to reflect changes to a route shall be made in accordance with Appendix "A".

#### **11.03      Restructuring of Routes**

- (a) The Corporation may evaluate, revise or restructure routes for legitimate business reasons.
- (b) A restructure is defined as the reallocation of a minimum of five (5) percent of the points of call on one route to one or more other routes.
- (c) The Corporation shall not restructure routes for more than forty (40) hours per week.

#### **11.04      Information to the Union**

- (a) The Corporation shall notify the local union thirty (30) days prior to beginning a restructure.
- (b) Following the notice referred to in paragraph 11.04 (a), the Corporation shall provide the local union with current and proposed Schedule "A-1" and "A-2" documentation related to the restructure.

- (c) The local union shall have ten (10) working days following the date upon which the Corporation provides the documentation to advise the Corporation of any issues that it believes exist regarding the restructure and request that the Corporation consult on these issues.

#### **11.05 Operational Requirements**

Under this Article, an employee must fulfill the operational requirements of the route as outlined in the specifications identified in the Schedule "A" of the Mail Transportation and Delivery Agreement for the route, including the ability to supply the specified vehicle on the date of implementation of the restructure of the route.

It is understood that an appropriate driver's license is required to obtain a route for which a corporate vehicle is provided.

#### **11.06 Assignment and Bidding Following a Restructure**

- (a) Following a restructure in a postal installation with less than six (6) RSMC routes, the assignment and/or bidding of affected routes shall occur in compliance with the following procedure:
  - (i) Where sixty (60) percent or more of the points of call are retained on a route, the present holder may elect to retain it. If he or she does not elect to retain it, the route will be opened for bidding by seniority among the route holders who have not elected to retain their original route and those who did not qualify

to retain their route. Following the completion of bidding, any vacant routes will be filled in accordance with Article 12.

- (b)** Following a restructure in a postal installation with six (6) or more RSMC routes, bidding in the postal installation shall occur in compliance with the following procedure:

  - (i)** Where the restructure involves less than fifty (50) percent of the routes in the postal installation prior to the restructure, the affected routes are dealt with on an individual basis as follows:

Where sixty (60) percent or more of the points of call are retained on a route, the present holder may elect to retain it. If he or she does not elect to retain it, the route will be opened for bidding by seniority among the route holders who have not elected to retain their original route and those who did not qualify to retain their route. Following the completion of bidding, any vacant routes will be filled in accordance with Article 12.
  - (ii)** Where the restructure involves fifty (50) percent or more of the routes in the postal installation, all route holders and permanent relief employees in the postal installation shall bid by seniority on all positions in the postal installation.

- (c) On the date of implementation of the restructure, all route holders must be in compliance with clause 11.05.
- (d) Notwithstanding paragraphs (a)(i) and (b)(i), any route holder who, following the application of paragraph 11.06 (a) or (b)(i), no longer has a route may elect to displace the most junior route holder or the most junior permanent relief employee in the postal installation should his or her seniority allow.  
  
The junior route holder, if displaced, shall be laid off unless paragraph 11.06 (e) applies. The permanent relief employee shall be laid off.
- (e) In postal installations with permanent relief employees, the resulting unassigned route holder may elect to displace a permanent relief employee should his or her seniority be greater than that of a permanent relief employee, or be laid off. If the displaced route holder elects to remain in the office as a permanent relief employee, the junior permanent relief employee shall be laid off.

## **ARTICLE 12**

### **FILLING OF VACANT ROUTES AND PERMANENT RELIEF POSITIONS**

#### **12.01      Vacant Route or Permanent Relief Position**

A route or permanent relief position shall be considered vacant when the incumbent ceases to be an employee, becomes the incumbent of another route or position, or when an additional route or permanent relief position is created.

**12.02      Merging Routes**

Prior to filling a vacant route, the Corporation will explore the feasibility of merging all or part of the route with one or several other routes provided the total duration of work in the modified routes does not exceed forty (40) hours per week, over a two (2) week period.

**12.03      Filling of Vacant Routes and Permanent Relief Positions**

When a route or permanent relief position becomes vacant and the Corporation decides to fill it, the route or position shall be offered on the basis of seniority to route holders and permanent relief employees who are qualified and who have submitted applications in accordance with clause 12.07.

In those situations where a recall list has been established for the installation in accordance with clause 23.01, a vacant route or permanent relief position shall be offered, on the basis of seniority, to the qualified rural and suburban mail carriers (including permanent relief) in the installation, including those employees whose names are on the recall list.

**12.04      Vacant Routes or Permanent Relief Positions Filled by On Call Relief Employees**

When the provisions of clause 12.03 have been complied with and a vacant route or permanent relief position remains, it shall be filled on the basis of ranking by qualified on call relief employees who have submitted applications in accordance with clause 12.07 and who work in installations that are located within a seventy-five (75) kilometre radius from the installation where the vacancy occurs.

**12.05      Move to a New Installation**

An employee who obtains a vacant position through the application of clause 12.03 must be available to report to the new position as follows:

- (a)      Where the vacant position is in an installation located within one hundred (100) kilometers or less from the installation where the employee works, the employee must be available to report no later than two (2) weeks after the date on which the employee accepts the position;
- (b)      Where the vacant position is in an installation located more than one hundred (100) kilometers from the installation where the employee works, the employee must be available to report no later than four (4) weeks after the date on which the employee accepts the position.

Where an employee is not available to report to the new position as required under paragraphs (a) and (b), he or she will be deemed to have waived the right to the position, unless the Corporation agrees otherwise.

**12.06      Notice of Vacant Route and Permanent Relief Position**

Prior to filling a vacant route or permanent relief position in accordance with clauses 12.03 and 12.04, the employer shall post a notice advising employees of the vacant route or permanent relief position. Such posting will provide all detailed characteristics of the route including the Schedule "A" of the Mail Transportation and Delivery Agreement. The parties will consult at the national level to determine what information will be provided in the required "detailed characteristics".

The notice of vacant route or permanent relief position shall remain posted for a period of ten (10) working days.

**12.07      Application**

An application is required when an employee wants to obtain a vacant route or permanent relief position pursuant to clause 12.03 or 12.04.

It shall be the responsibility of any employee wishing to obtain a vacant route or permanent relief position to submit an application within the notice period identified in clause 12.06.

The application shall be in the form and by the method prescribed by the Corporation and shall provide that a confirmation of receipt of the application is provided to the employee and the local of the Union.

The Corporation will consult nationally with the Union prior to the implementation of the process.

An employee who obtains a vacant route or a permanent relief position through the application of clause 12.03 or 12.04 will be required to remain in the postal installation for a period of one (1) year, unless:

- (a)            their seniority allows them to obtain a vacant route which has a higher actual wage; or
- (b)            their seniority allows them to obtain a vacant route and the employee's spouse is permanently relocated; or
- (c)            the restriction is waived by the employer.

**12.08      External Hiring Process**

A vacant route or permanent relief position that has not been filled through the application of clauses 12.03 and 12.04 shall be filled through an external hiring process. In the application of the selection process, priority consideration will be given to employees.

An employee moving to a new work location under this clause shall maintain his or her continuous service and seniority, if applicable.

**12.09      Definition of Qualified**

To be deemed "*qualified*", the employee must have completed his or her probation period and be able to fulfill the operational requirements of the route as outlined in the specifications identified in the Schedule "A" of the Mail Transportation and Delivery Agreement for the vacant route or permanent relief position, including the ability to supply the specified vehicle and the appropriate driver's license on the day the assignment begins.

**ARTICLE 13**

**HOURS OF WORK**

**13.01      Normal Workday and Workweek**

The normal workday and workweek shall correspond to the time needed each day and each week for an employee to perform the work required on any route. However, the normal workweek shall not exceed forty (40) hours on average, calculated over a two (2) week period. The normal workweek is five (5) days or less.

**13.02      Adjustments and Interim Measures**

- (a) Any employee whose average workweek on his or her own route exceeds forty (40) hours during any period of two (2) consecutive weeks must advise the Corporation so that it may correct the situation in accordance with Article 11.
  
- (b) Until the Corporation has reduced the average workweek to an average of forty (40) hours, the employee must use the services of a helper to perform the work in excess of the average forty (40) hours per week.  
  
A helper will sign a contract for services with the Corporation, as set out in Article 14. The Corporation will pay the helper at a rate determined by the employee, and such amount shall be deducted from the wages that would otherwise have been paid to the employee.

**13.03      Additional Work**

Where the Corporation deems it necessary, it may permit an employee to perform the sortation and/or delivery portion of another route. Payment for these activities will be in accordance with Appendix "A".

**13.04      Overtime**

The Corporation shall not pay overtime unless it has been specifically authorized or required by a representative of the Corporation.

**ARTICLE 14**  
**REPLACEMENTS**

**14.01        Replacement**

Except in circumstances where the Corporation has provided a permanent relief employee or an on call relief employee to cover employee absences as per Appendix "H", an employee who is on an absence recognized under the collective agreement shall take the necessary measures to have a qualified replacement cover his or her route for the entire duration of his or her absence.

Barring exceptional circumstances, such replacement shall meet security requirements.

Such replacement must sign a contract for services with the Corporation in the form of a voucher provided by the Corporation for such purpose.

Notwithstanding the above, where the employee can demonstrate that she/he has made every reasonable effort to provide a qualified replacement, but is unable to provide one, discipline shall not be imposed.

**14.02        Contract Amount**

The replacement shall not be considered an employee of the Corporation while performing such work. The value of services rendered shall be the equivalent of the daily rate of the employee being replaced, for each day the replacement works. The daily rate includes an amount for vehicle expenses.

**14.03      Notification of Absence**

An employee who is absent for any reason must notify the person responsible in the postal installation prior to the absence.

**14.04      Training Allowance**

An employee shall be paid a two hundred and fifty dollar (\$250.00) training allowance, if he or she is required to train a new replacement to fulfill his or her obligations under clause 14.01, as a result of the Corporation hiring his or her replacement as an employee.

An employee may claim this training allowance only once per calendar year.

**ARTICLE 15**

**VACATION LEAVE**

**15.01      Entitlement to Vacation Leave**

- (a)** Employees shall be entitled to three (3) weeks' vacation leave per calendar year without a reduction in actual wages.
  - (i)** Vacation leave shall be earned at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each calendar month in which an employee receives pay.
- (b)** Employees who have completed ten (10) years of continuous employment shall be entitled to four (4) weeks' vacation leave per calendar year without a reduction in actual wages.
  - (i)** Vacation leave shall be earned at a rate of one and two-thirds ( $1\frac{2}{3}$ ) days

for each calendar month in which an employee receives pay.

**15.02      Vacation Leave Period**

- (a) Except in postal installations where on call relief employees or permanent relief employees have been established, employees may take their vacation leave when they choose, but must provide advance notice to the Corporation.
- (b) In postal installations where on call relief employees or permanent relief employees are employed, a vacation leave schedule for route holders and permanent relief shall be established in accordance with clause 15.03. Route holders and permanent relief shall make their choice by seniority and shall be allowed to bid for only two (2) consecutive weeks of leave in the first round bidding.

**15.03      Vacation Bidding in Postal Installations with Relief Employees**

In postal installations or approved groupings where on call relief employees and/or permanent relief employees are employed, the number of concurrent vacation leaves permitted at any time is determined by totalling the number of vacation leave entitlement weeks for the route holders and permanent relief employees in the postal installation or the approved groupings and dividing the total by fifty-two (52).

## **ARTICLE 16**

### **DESIGNATED HOLIDAYS**

#### **16.01      Designated Holidays**

The following are the designated paid holidays:

- New Year's Day;
- Good Friday;
- Easter Monday;
- The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday;
- Canada Day;
- Labour Day;
- Thanksgiving Day;
- Remembrance Day;
- Christmas Day;
- Boxing Day;
- 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.

#### **16.02      Replacement of a Designated Holiday**

When a designated holiday falls on a Saturday or Sunday, the paid leave shall be moved to the first working day following the designated holiday.

When a designated holiday falls during an employee's annual leave, he or she shall be entitled to another day of leave with pay at a time of his or her choosing.

**16.03      Work on a Designated Holiday**

An employee required to work on a designated holiday shall be paid in addition to his or her regular rate of wages for that day, at a rate equal to one and one-half (1½) times his or her regular rate of wages for the time that the employee worked on that day.

**ARTICLE 17**

**DISABILITY PROGRAMS**

**17.01      Leave of Absence Without Pay**

As of January 1, 2013, where an employee is unable to perform available work due to illness or injury, the Corporation at its discretion may grant leave of absence without pay, provided that the total period of leave does not exceed two (2) years.

**17.02      Notifying the Corporation**

An employee who is absent as a result of illness or an injury must notify the Corporation as soon as possible.

**17.03      Extended Disability Program**

As of January 1, 2013, employees shall be entitled to the Extended Disability Program.

## **ARTICLE 18**

### **PARENTAL RIGHTS**

#### **18.01      Maternity Leave**

- (a) A pregnant employee shall be entitled to maternity leave without pay for a maximum period of seventeen (17) weeks commencing at the earliest eleven (11) weeks before the expected date of delivery and ending at the latest seventeen (17) weeks following the actual date of delivery.
- (b) Insofar as possible, the employee shall notify the Corporation of her intent to take maternity leave and of the duration of such leave at least four (4) weeks in advance.
- (c) The Corporation may ask the employee to provide a medical certificate certifying pregnancy.
- (d) The Corporation may allow an employee to commence her maternity leave earlier than eleven (11) weeks before the expected date of delivery.

#### **18.02      Maternity Leave Allowance Eligibility**

- (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 unemployment insurance benefits pursuant to Section 22 of the *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 Supplemental Unemployment Benefit Plan.

- (b) An employee under paragraph 18.02 (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 maternity 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 as per the provisions of paragraph 18.02 (b), the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

**18.03      Rate of Maternity Leave Allowance**

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

- (a) Up to seventeen (17) weeks, payments equivalent to the difference between the unemployment benefits the employee is eligible to receive under the Employment Insurance Plan or the Quebec Parental Insurance Plan and ninety-three percent (93%) of her weekly

wage. The up to seventeen (17) weeks payments will be inclusive of the waiting period for the Employment Insurance Plan or the Quebec Parental Insurance Plan where the full ninety three percent (93%) will be paid.

- (b) The weekly wage referred to in paragraph 18.03 (a) shall be the actual wages normally earned by the employee during the weekly hours of work established by the Corporation for the employee's route.
- (c) Where an employee becomes entitled to an increase in actual wages during the period of maternity leave, payments under paragraph 18.03 (a) shall be adjusted accordingly.
- (d) In the application of this clause, the combined weekly level of SUB payment, Employment Insurance Plan or the Quebec Parental Insurance Plan will not exceed ninety-three percent (93%) of the employee's weekly wage.
- (e) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

**18.04 Parental Leave**

- (a) An employee who must care for a newborn child, an adopted child or a child placed with him or her for the purpose of adoption shall be entitled to parental leave without pay of up to thirty-seven (37) weeks. This leave shall commence as the employee elects:
  - (i) on the expiry of the maternity leave set out above

or

(ii) on the day that the child comes into his or her actual care.

(b) Insofar as possible, the employee shall notify the Corporation of his or her intent to take parental leave and of the duration of such leave at least four (4) weeks in advance.

(c) The Corporation may ask the employee to submit a copy of the child's birth certificate or adoption papers.

(d) The aggregate amount of parental leave that may be taken by two (2) employees under this clause in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.

(e) Maternity and parental leave taken by two (2) employees for the care of the same child shall not exceed a total of fifty-two (52) weeks.

**18.05 Adoption Leave Allowance Eligibility**

(a) After completion of six (6) months' continuous employment, an employee who provides the Corporation with proof that he or she has applied for and is in receipt of unemployment benefits pursuant to Section 23 of the *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 employee under paragraph 18.05 (a) shall sign an agreement with the Corporation, providing:

- (i) that he or she will return to work and remain in the Corporation's employ for a period of at least six (6) months after his or her return to work;
  - (ii) that he or she will return to work on the date of the expiry of his or 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 as per the provisions of paragraph 18.05 (b), the employee recognizes that he or she is indebted to the Corporation for the amount received as adoption leave allowance.

**18.06      Rate of Adoption Leave Allowance**

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

- (a) Up to twelve (12) weeks' additional payments equivalent to the difference between the unemployment benefits the employee is eligible to receive under the Employment Insurance Plan or the Quebec Parental Insurance Plan and ninety-three percent (93%) of his or her weekly wage. The up to twelve (12) weeks payments will be inclusive of the waiting period for the Employment Insurance Plan or the Quebec Parental Insurance Plan where the full ninety three percent (93%) will be paid.

- (b) The weekly wage referred to in paragraph 18.06 (a) shall be the actual wages normally earned by the employee during the weekly hours of work established by the Corporation for the employee's route.
- (c) Where an employee becomes entitled to an increase in actual wages during the period of adoption leave, payments under paragraph 18.06 (a) shall be adjusted accordingly.
- (d) In the application of this clause, the combined weekly level of SUB payment, Employment Insurance Plan or the Quebec Parental Insurance Plan will not exceed ninety-three percent (93%) of the employee's weekly wage.
- (e) Employees have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.

## **ARTICLE 19**

### **SPECIAL LEAVE**

#### **19.01      Marriage Leave**

An employee shall be granted unpaid leave of not more than five (5) days for the purpose of getting married.

The employee shall give the Corporation at least five (5) calendar days' notice.

**19.02      Bereavement Leave**

- (a)      An employee shall be entitled to a maximum of four (4) days of paid bereavement leave which shall not extend beyond the fourth (4<sup>th</sup>) day following the date of death of a member of his or her immediate family. For the purpose of this clause, immediate family is defined as his or her spouse, his or her father or mother or their spouse, his or her mother-in-law or father-in-law or their spouse, his or her children or those of his or her spouse, his or her grandchildren, his or her brothers and sisters, his or her grandparents and any relative who resides permanently with the employee or with whom the employee permanently resides.
  
- (b)      The employee shall be entitled to up to three (3) additional paid days if required for the purpose of travel.

**19.03      Leave for Other Reasons**

An employee shall be granted personal unpaid leave when his or her absence is justified as a result of circumstances not directly attributable to the employee.

**19.04      Court Leave**

Leave of absence with pay for his or her normal daily hours shall be granted to every employee who, on a day he or she would otherwise have worked his or her scheduled shift, is required to serve on a jury by subpoena or summons or by providing satisfactory proof of being required to serve on a jury.

The number of daily hours of work shall be determined by dividing the number of weekly hours of work established by the Corporation for the employee's route by the number of days he or she normally works during the week.

The payment received by an employee pursuant to this clause is the actual wages that he or she would receive for the day(s) he or she is on leave.

## **ARTICLE 20**

### **INJURY-ON-DUTY LEAVE**

#### **20.01      Injury-On-Duty**

An employee who suffers a personal injury caused by an accident arising out of or in the course of his or her employment, or who is disabled by reason of an industrial disease caused by the nature of the employment, shall be entitled to unpaid injury-on-duty leave for the period of time approved by a provincial workers' compensation board.

While on injury-on-duty leave, the employee shall not receive his or her regular remuneration from the Corporation. The employee shall receive compensation as determined and paid by the provincial workers' compensation board.

## **ARTICLE 21**

### **LEAVE FOR UNION BUSINESS**

#### **21.01      Full-time Union Officers**

An employee who has been elected or appointed to a full-time office of the Union shall be entitled to

an unpaid leave of absence for the period during which he or she is elected or appointed to hold office.

**21.02            Convention Delegates and Union Representatives**

Employees selected as delegates to conventions of the Union, or to other conferences or seminars of the Union, or as members of a bargaining committee or another committee of the Union or required to work on behalf of the Union, or selected as delegates to conventions of the Canadian Labour Congress or provincial federations of labour chartered by the Canadian Labour Congress, or other conferences or seminars, shall be granted unpaid leave of absence in accordance with the following conditions:

- (a)            Application for leave for these purposes shall be made at least five (5) working days before the date the leave is to commence and be approved in advance by the union.
- (b)            This unpaid leave must be taken in portions that include employees' sortation and/or delivery portions in their entirety.
- (c)            The granting of such unpaid leave will not be unreasonably withheld.
- (d)            Employees granted an unpaid leave of absence under this clause shall remain on the Corporation's payroll during the unpaid leave period(s) and the Corporation shall be fully reimbursed by the Union for the unpaid leave periods in accordance with clause 21.04.

**21.03            Union Representatives**

- (a)            Union representatives who require unpaid leave for union business in accordance with

clauses 7.06 and 9.09 will remain on the Corporation's payroll, and the Corporation will be fully reimbursed by the Union for these unpaid leave periods. The leave must be approved in advance by the union.

- (b) This unpaid leave must be taken in portions that include employees' sortation and/or delivery portions in their entirety.
- (c) All other union-related duties carried out by union stewards shall remain unpaid.

**21.04      Reimbursement by the Union**

- (a) Any amount claimed by the Corporation from the Union under clauses 21.02 and 21.03 shall be paid at the latest sixty (60) working days following transmission of an electronic invoice from the Corporation.
- (b) The invoice shall include detailed information to allow for identification of the unpaid leave for which the Corporation is asking to be reimbursed.
- (c) Should the Union believe that the invoice contains an error, the Union shall provide written details of the alleged error to the Corporation within the time frame in paragraph 21.04 (a).
- (d) Once the Union has provided the Corporation with the details of an alleged error, the parties shall meet within thirty (30) days in an effort to resolve the dispute.
- (e) Following the meeting required under paragraph 21.04 (d), the amount claimed by the Corporation, whether still in dispute or not,

shall be paid in full to the Corporation within sixty (60) days of the meeting. If the amount is not paid within this time frame, the Corporation shall deduct such amount from a subsequent Union membership dues remittance under clause 4.04.

- (f) Where the amount claimed by the Corporation remains in dispute following the completion of paragraph 21.04 (e), the Union may grieve the disputed amount pursuant to Article 9 of the collective agreement.
- (g) Any amounts claimed by the Corporation which are not paid within the time frame mentioned in paragraph 21.04 (a) and are not disputed in accordance with paragraph 21.04 (c), shall be deducted by the Corporation from a subsequent Union membership dues remittance under clause 4.04.

## **ARTICLE 22**

### **PENSION PLAN AND BENEFIT PLANS**

#### **22.01      Pension Plan**

It is understood that the employees who meet the eligibility requirements of the Canada Post Corporation Pension Plan shall participate in it.

#### **22.02      Hearing and Vision Plan**

- (a) Employees shall be entitled to the Hearing and Vision Plan.
- (b) This plan shall be in effect for the term of this agreement. During the life of this collective agreement, the parties may agree to modify

the level of benefits provided for under the plan.

**22.03      Dental Plan**

- (a) The dental plan shall be in effect for the term of this agreement.
- (b) Employees shall be covered by the Plan, effective on the first day of the month following the completion of the six (6) month waiting period.
- (c) The Corporation's contribution to the plan shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).
- (d) Employees covered by the dental plan will be subject to an annual deductible of fifty dollars (\$50) for each covered person to a maximum of eighty dollars (\$80) for a family.
- (e) Effective December 9, 2016, the 2015 dental fee schedule shall apply.  
  
Effective January 1, 2017, the 2016 dental fee schedule will apply.
- (f) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the dental plan.

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

- (a) The Extended Health Care Plan (EHCP) as amended from time to time, shall apply as of January 1, 2013.

- (b) The EHCP will be available to eligible route holders and permanent relief employees.
- (c) The EHCP co-insurance shall be:
  - (1) for prescription drug expenses, eighty percent (80%) employer and twenty percent (20%) employee as per the terms and conditions of the Controlled Drug Plan;
  - (2) for all other expenses, eighty percent (80%) employer and twenty percent (20%) employee.
- (d) The Corporation's contribution to the "Medical" portion of the EHCP (this excludes the Optional Expenses Benefit) shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).
- (e) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the EHCP.

## **ARTICLE 23**

### **RECALL RIGHTS**

#### **23.01      Recall Rights**

When an employee is laid off, his or her name will be added to a recall list and he or she may exercise his or her seniority rights to obtain any vacant position in his or her postal installation for which the employee is qualified in accordance with clause 12.03 during the twelve (12) month period following the recording of his or her name on the recall list.

**23.02      Notice**

An employee shall be notified at least two (2) weeks in advance of a lay-off.

**23.03      Maintaining Seniority**

An employee whose name appears on a recall list shall continue to accumulate seniority.

**ARTICLE 24**

**HEALTH AND SAFETY**

**24.01      General**

The provisions of Part II of the *Canada Labour Code* shall apply.

The Corporation and the Union agree to establish health and safety committees and a safety representative structure that will satisfy the requirements of the Part II of the *Canada Labour Code*.

To that end the parties agree that in those postal installations where Rural and Suburban Mail Carriers work and where there exists a Joint Health and Safety Committee (CUPW - Canada Post) or CUPW health and safety representatives, the Rural and Suburban Mail Carriers shall be integrated into the existing structure.

**24.02      Wages Maintained**

A Union representative acting pursuant to this article during his or her hours of work shall not suffer any loss of actual wages.

**24.03      Boot Allowance**

Employees shall receive an annual boot allowance, calculated as follows: the number of daily hours of work established for his or her route multiplied by thirty dollars (\$30.00), to a maximum of two hundred forty dollars (\$240.00) per year. Such payment shall be issued by January 31<sup>st</sup> each year.

The number of daily hours of work shall be determined by dividing by five (5) the number of weekly hours of work established by the Corporation for the employee's route.

**24.04      Pregnant Employees**

- (a) An employee who is pregnant may request to cease to perform her job if she believes that, by reason of the pregnancy, continuing any of her current job functions may pose a risk to her health or to that of the fetus.
- (b) An employee who exercises her right under paragraph 24.04 (a) must consult with a qualified medical practitioner and obtain a medical certificate as soon as possible to establish:
  - (i) whether continuing any of her current functions poses a risk to her health or to that of the fetus;
  - (ii) the expected duration of the potential risk; and
  - (iii) the activities or conditions to avoid in order to eliminate the risk.
- (c) While awaiting the required medical certificate identified in paragraph 24.04 (b) or afterward,

the Corporation may, in consultation with the employee, reassign her to other duties that would not pose a risk to her health or to that of the fetus.

- (d) An employee who has made a request under paragraph 24.04 (a) is entitled to and shall be granted a leave of absence with pay 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.

**24.05      Restrictions on Lifting**

No individual employee will be required to lift by hand, any object in excess of twenty two point seven (22.7) kilograms [fifty (50) pounds].

**ARTICLE 25**

**UNIFORMS**

**25.01      Uniforms**

- (a) Commencing May 1, 2013, the Corporation requires that all permanent relief employees and route holders who are scheduled at least twelve (12) hours per week, and are qualified under the collective agreement, wear the uniform that is provided to the employee by the Corporation through the allocation of points as set out in paragraph (b).

- (b) An employee required to wear a uniform will be provided credits, in the form of points, which will be allocated to the employee. Allocation will occur in the first full month after an employee becomes eligible and in each subsequent January, in accordance with the table in clause 25.02. An employee will use his or her points to obtain the required uniform.
- (c) Employees will be permitted to carry-over a maximum of three hundred and thirty-two (332) points each entitlement year. Unused points in excess of the maximum carry-over will be forfeited as of December 31<sup>st</sup> of the entitlement year.
- (d) Commencing May 1, 2013, an employee will be required to wear a corporate supplied vest for identification purposes, unless he or she is eligible for and has received his or her corporate provided uniform.
- (e) Employees required to wear the corporate provided uniform must comply with the Corporation's Dress Code for Uniformed Employees Policy and the Dress Code, as may be amended.

**25.02 Uniform Points Entitlement**

The following point entitlements may be eliminated or modified, in the sole discretion of the Corporation, upon the expiry of the collective agreement.

Garment	Point Value
Pants/Walking Shorts	55
Polo	20
Windbreaker	75
Baseball Cap	10
Short or Long Parka	145
Winter Hat	5
Rain Jacket	245
Rain Pants	110

Number of points allocated to employees eligible to a uniform:

1<sup>st</sup> year: 855

2<sup>nd</sup> year: 107

Each subsequent year: 332

## **ARTICLE 26**

### **TRAINING**

#### **26.01      Training**

- (a) The Corporation and the Union acknowledge that properly trained employees are required for the Corporation to meet its objectives.

It is recognized that the Corporation has a responsibility to provide adequate and sufficient training to employees within the bargaining unit.

The Corporation will provide to the Union a copy of National training programs directed to Rural and Suburban Mail Carriers.

It is also recognized that employees have a responsibility to undertake any training required by the Corporation to ensure that their respective duties are performed in a fully satisfactory manner.

- (b)** New employees will receive up to five (5) days of paid training.

Commencing January 1, 2014:

- (i)** Three (3) of the five (5) days of paid training for new employees will involve on-the-job training with peer trainers. The Corporation will solicit input from the local Union Representative(s) regarding peer trainer selection.
- (ii)** Two (2) of the five (5) days of paid training for new employees will be in-classroom or self-study.
- (iii)** For on route training, employees shall receive the Appendix "A" activity values of the route on which they are trained, excluding the amount for the vehicle expenses and variable allowance.
- (iv)** For training other than on route training, employees shall be paid one

hundred and thirty-five dollars (\$135)  
per day.

## **ARTICLE 27**

### **JOB DESCRIPTIONS**

#### **27.01      Job Descriptions**

The parties agree that all employees in the bargaining unit shall perform the duties of rural and suburban mail carriers and that their tasks are generally described in Schedule "A" of the Mail Transportation and Delivery Agreement that applied prior to this collective agreement taking effect as amended by the Corporation from time to time in accordance with the collective agreement.

## **ARTICLE 28**

### **WORK IN THE BARGAINING UNIT**

#### **28.01      Work in the Bargaining Unit**

- (a)**      An employee in the bargaining unit will not be required to perform work outside the bargaining unit.
  
- (b)**      An employee of the Corporation outside the bargaining unit shall not perform work normally done by employees in the bargaining unit, except for the purpose of training or to prevent or recover from operational disruptions resulting from circumstances beyond the control of the Corporation.

## **ARTICLE 29**

### **STATUS OF EMPLOYEES**

#### **29.01      Definition**

The term “*employee*” means any employee as defined under the *Canada Labour Code* and who is included in the bargaining unit.

Subject to the probation period, employees shall be hired for an indeterminate period.

#### **29.02      Probation**

There shall be a probation period of six (6) months starting with the first day of work for employees newly hired by the Corporation.

## **ARTICLE 30**

### **SECURITY OF THE MAIL AND TRACKING/LOCALIZATION**

**30.01**      The watch and observation systems cannot be used except for the purpose of protecting the mail and the property of the Corporation against criminal acts such as theft, depredation and damage to property. At no time may such systems be used as a means to evaluate the performance of employees and to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

#### **30.02      Tracking or Localization**

Geo-Positioning Systems (GPS) or other tracking or localization technology shall not be used to gather evidence in support of disciplinary measures unless

such disciplinary measures result from the commission of a criminal act.

**30.03            Utilization as Evidence**

No evidence gathered in violation of this Article shall be admissible before an arbitrator.

**ARTICLE 31**

**GENERAL**

**31.01            Bulletin Boards**

Bulletin boards shall be provided by the Corporation at convenient locations for the use of the Union. These locations shall be determined through consultation. The contents of notices or other material posted on bulletin boards shall not require the prior approval of the Corporation. The contents of notices or other material posted on bulletin boards shall not be libellous or defamatory.

The Corporation shall be required to provide bulletin boards only in postal installations it owns or rents.

**31.02            Copies of the Collective Agreement**

- (a)**            The Corporation agrees that the Union will be given the opportunity to review the make-up of the collective agreement as it pertains to the proposed format, colour, size and style of type and the index prior to printing.
- (b)**            The Corporation shall reproduce this collective agreement in both the French and the English languages. Both texts shall be regarded as official.

- (c) The Corporation shall provide each employee with a copy of the collective agreement within ninety (90) days of its signature.
- (d) The Corporation shall have a sufficient number of copies of the collective agreement available to the Union and its locals.

**31.03 Plural or Singular Terms May Apply**

Wherever the singular is used in this agreement, the plural shall apply where the context so requires.

**31.04 Subtitles**

Titles to respective clauses are not part of this collective agreement and are considered to have been inserted for convenience of reference only.

However, it is understood that these titles shall have full force if the intent is to indicate to whom or in what circumstances provisions are applicable.

**31.05 Definition of "Working Day"**

*"Working day"*: in this collective agreement means calendar days excluding Saturdays, Sundays and holidays.

**31.06 Common-Law Spouse**

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

if that person were his or her spouse, and the word “spouse” includes a “*common-law spouse*”.

**31.07            Physical Facilities for Employees**

Employees shall have access to the facilities, installations and other services usually accessible to other employees of the Corporation in postal installations it owns and rents.

**ARTICLE 32**

**VEHICLES**

**32.01            Type of Vehicle**

If the Corporation requires that an employee provide a vehicle to perform the work on his or her route, the employee must pay all operating and maintenance costs and provide the type of vehicle as stipulated in Schedule “A” of the Mail Transportation and Delivery Agreement that was applicable to the route on December 31, 2003. This obligation shall be maintained until the nature of the work to be performed or the situation has changed.

When an employee’s route is altered in accordance with Article 11, the Corporation may require that the employee use a specific type of vehicle when necessary as a result of changes made to the route. Only when this results in an employee being required to change the vehicle he or she has provided shall the employee be entitled to the amount set out in Appendix “A” for the use of a specific type of vehicle. This payment shall only be paid while the employee retains the route for which the vehicle was required.

**32.02      Insurance**

In respect of any employee provided vehicle used to cover his or her route, an employee shall provide and maintain, at his or her own expense, the required automobile liability insurance of not less than one million dollars (\$1,000,000.00) inclusive per occurrence for damages, including damage to the property of others and, when authorized by law, for bodily injury and death, until decided otherwise by the Corporation.

The Corporation may require that an employee provide and maintain an insurance policy with greater coverage than that set out above. In such cases, the Corporation shall pay the additional costs of such coverage up to a maximum equivalent to the provincial insurance industry average.

**ARTICLE 33****WAGES****33.01      Wages**

- (a) Beginning January 1, 2016, an employee's annual pay shall be determined using the actual wage set out in Appendix "A", and the vehicle expense where applicable.
- (b) Effective January 1, 2013, the vehicle expense kilometre reimbursement rate shall be equal to the Canada Revenue Agency's automobile allowance rate for the year, distance and geographical region in question, unless otherwise agreed to by the parties. The number of kilometres travelled in a year shall be determined based on the number of kilometres established by the Corporation for the route.

- (c) Any changes to the Canada Revenue Agency's automobile allowance rates that occur after the effective date referred to in paragraph (b) will be applicable sixty (60) days following the Canada Revenue Agency's effective change date.
- (d) Actual wages shall correspond to the difference between the annual pay and the vehicle expenses.

### **33.02 Adjustments**

When a route is changed, a pay adjustment shall be made in accordance with Appendix "A".

### **33.03 Payment of Wages**

The Corporation shall pay the wages on a bi-weekly basis every second Thursday. The payment will be made by direct deposit.

An employee shall receive an itemized statement of his or her earnings and deductions once per pay period.

### **33.04 Change of Route**

An employee whose route changes or who has changed routes shall receive the rate of pay for that route as soon as he or she starts working on his or her new route.

### **33.05 Recovery of Overpayment**

When an employee has been overpaid, through no fault of his or her own, and the overpayment is in excess of fifty dollars (\$50.00), the paying office will, before recovery action is implemented, advise in writing the employee of the intention to recover the overpayment.

Recovery will not exceed ten percent (10%) of the employee's pay, excluding amounts paid as vehicle expenses, each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered in full from final pay.

## **ARTICLE 34**

### **DURATION AND REVISION OF THE COLLECTIVE AGREEMENT**

#### **34.01      Term of the Collective Agreement**

The terms of this collective agreement are effective and binding on the Corporation and the Union from January 1, 2016 to December 31, 2017.

#### **34.02      Changes to the Collective Agreement**

The parties may at any time agree to change or adapt any provision of this collective agreement or to include new provisions in it.

#### **34.03      Extension of Collective Agreement**

After its expiration, this collective agreement shall remain in full force and effect until the signing of a new collective agreement or until the requirements of section 89(1) of the *Canada Labour Code* have been met.

## **ARTICLE 35**

### **TECHNOLOGICAL CHANGES**

#### **35.01      Definitions**

In this article, "*technological changes*" means the introduction by the Corporation in its operations, of

equipment different in nature, type or quantity from that previously utilized by the Corporation, a change, related to the introduction of this equipment, in the manner in which the Corporation carries on its operations and any change in work methods and postal services operations affecting one or more employees.

**35.02      Adverse Effects to be Eliminated**

In carrying out technological changes, the Corporation agrees to eliminate all injustices to or adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.

**35.03      Notice**

When the Corporation is considering the introduction into any sector of the Canadian postal system of a technological change:

- (a) the Corporation agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Corporation shall provide the Union, at least one hundred and twenty (120) calendar days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

**35.04      Pertinent Information Included**

The notice mentioned in paragraph 35.03 (b) shall be given in writing and shall contain pertinent data including:

- (a) the nature of the change;
- (b) the date on which the Corporation proposes to effect the change;
- (c) the approximate number, type (RSMC or OCRE) and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment; and
- (e) all other pertinent data relating to the anticipated effects on employees.

**35.05 Bargaining on Changes**

Where the Corporation has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) calendar days to bargain in good faith in an effort to reach agreement on solutions to the problems arising from this change.

**35.06 Agreement**

Agreements reached between the parties under this article shall receive the written approval of the authorized national representatives of the parties.

**35.07 Dispute**

Where the parties do not reach agreement within forty-five (45) calendar days after the date on which the Union has received notification from the Corporation of its intention to introduce a technological change, and various matters remain unresolved in spite of the efforts of the parties, the parties shall refer such matters to an arbitrator. To this end, each party shall, when the dispute

is referred to arbitration or thereafter, specifically state the matters on which they do not agree and which require intervention of the arbitrator.

**35.08      Right to Grieve and to Refer Grievance to Arbitration**

Any agreement concluded between the parties under this article or any decision handed down by the arbitrator under this article shall have the same effect as the provisions of the existing collective agreement and shall be subject to the grievance procedure, up to and including arbitration.

**35.09      Appointment of the Arbitrator**

If the parties cannot mutually agree on the selection of an arbitrator, the parties will request the Minister of Labour to appoint an arbitrator.

**35.10      Time Limits and Decisions of the Arbitrator**

- (a)      The arbitrator shall commence his or her work within fourteen (14) calendar days after the date on which he or she is chosen by the parties, or the request of the parties to appoint an arbitrator is submitted to the Minister of Labour.
- (b)      The arbitrator shall examine and make decisions on only those matters specifically listed in clause 35.07.
- (c)      The arbitrator shall present his or her report not later than forty-five (45) calendar days after the date on which the parties have chosen the arbitrator or have submitted their request to the Minister of Labour.

- (d) The report of the arbitrator shall be binding on both parties.

**35.11      Application of the Collective Agreement**

It is understood that all the provisions of this collective agreement shall fully apply at the time of the application or following the application of a technological change and in regard to all new situations created by or following the application of a technological change, unless a written and specific understanding is reached by the parties for amending this collective agreement.

**35.12      Transitional Provision**

This article comes into effect on January 1, 2010. Technological change notices given by the Corporation to the Union since January 1, 2010 with respect to the Postal Transformation (Modern Post) Program are deemed to have been given under paragraph 35.03 (a) for the whole country and under 35.03 (b) for the locations specifically mentioned in these notices. With respect to notices already given, the parties are deemed to have held consultations under clause 35.05. Any question raised by either party as a result of these notices that are not resolved by Arbitrator Keller's award dated October 26, 2011 may be referred to arbitration in accordance with clause 35.07.

The Corporation agrees to give the Union notices under paragraph 35.03 (b) for the other locations where the Postal Transformation Program will be implemented. Clauses 35.04 and following shall then fully apply.

## **ARTICLE 36**

### **PERSONAL DAYS AND SHORT TERM DISABILITY PROGRAM**

**(A) GENERAL**

**36.01 Notification to Corporation of Absence**

- (a)** An employee who is unable to report to work for the following reasons: illness, emergency, a non-work related injury, hospitalization and/or, circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family, as defined in paragraph 19.02(a), shall notify his or her supervisor or other designated individual as soon as possible, and advise his or her supervisor or other designated individual as to the probable date of his or her return to work.
- (b)** In the event an employee is unable to return to work on the date expected, he or she shall re-notify his or her supervisor or other designated individual of his or her current circumstances.

**(B) PERSONAL DAYS**

**36.02 Annual Allocation**

- (a)** On the first day of January 2016, employees shall become entitled to a maximum of seven (7) Personal Days as per the Short Term Disability Program Policies and Procedures document.
- (b)** For the period between January 1 and June 30, 2017, each employee shall receive a

maximum of five (5) Personal Days on January 1, 2017.

- (c) For the period between July 1, 2017 and June 30, 2018, each employee shall receive a maximum of five (5) Personal Days on July 1, 2017.
- (d) Employees who receive Personal Days on July 1, 2017, shall be paid the equivalent of half (0.5) of a Personal Day. The aforementioned payment shall occur no later than September 30, 2018 and the calculation shall be in accordance with the practices relating to the payout of prorated Personal Days.
- (e) Effective July 1, 2018, employees shall become entitled to a maximum of seven (7) Personal Days, on July 1 of each year.
- (f) For the year ending on December 31, 2016, if an individual becomes a route holder or permanent relief employee part way through the fiscal year, his or her Personal Day allocation, on the day of the change, shall be prorated based on the number of days in the fiscal year.

For the period between January 1, 2017 and June 30, 2017, if an individual becomes a route holder or permanent relief employee part way through this period, his or her Personal Day allocation, on the day of the change, shall be prorated based on the number of days in this period.

Effective July 1, 2017, if an individual becomes a route holder or permanent relief employee part way through the period between July 1

and June 30, 2018, his or her Personal Day allocation, on the day of the change, shall be prorated based on the number of days in this period.

**36.03      Reconciliation of Annual Allotment of Personal Days**

(a)      In a month where a route holder or permanent relief employee does not receive pay for a minimum of one (1) calendar day his or her annual allotment of Personal Days shall be reconciled to reduce the allotment of personal days for that month.

(b)      If as a result of such a reconciliation, an employee has a negative Personal Days balance at the end of the month, the recovery of the value of the excess Personal Days used shall be recovered in accordance with clause 33.05.

**36.04      Annual Payout and Carry-Over**

(a)      For the year ending on December 31, 2016, at the end of the fiscal year, an employee shall automatically have all remaining Personal Days paid out unless, on written request, as per the rules set out by the Corporation, he or she elects to carry over to the next fiscal year up to a maximum of five (5) unused Personal Days.

(b)      Effective January 1, 2017, on each June 30, an employee shall automatically have all remaining Personal Days paid out unless, on written request, as per the rules set out by the Corporation, he or she elects to carry over to

the next period of July 1 to June 30 up to a maximum of five (5) unused Personal Days.

- (c)** For the year ending on December 31, 2016, payout of remaining Personal Days shall be based on the following:

  - (i)** for route holders, the activity component and the variable allowance of the route held as of the last day of the fiscal year for each remaining Personal Day;
  - (ii)** for permanent relief employees, the amount of sixty dollars (\$60.00) for each remaining Personal Day.
- (d)** All payouts will be made by March 31, 2017. The payout of unused Personal Days prior to December 31, 2016 is not allowed.
- (e)** For the period between January 1, 2017 and June 30, 2017, payout of remaining Personal Days shall be based on the following:

  - (i)** for route holders, the activity component and the variable allowance of the route held as of June 30, 2017 for each remaining Personal Day;
  - (ii)** for permanent relief employees, the amount of sixty dollars (\$60.00) for each remaining Personal Day.
- (f)** All payouts will be made by September 30, 2017. The payout of the unused Personal Days prior to June 30, 2017 is not allowed.
- (g)** Effective July 1, 2017, payout of remaining Personal Days shall be based on the following:

- (i) for route holders, the activity component and the variable allowance of the route held as of June 30 of each year for each remaining Personal Day;
  - (ii) for permanent relief employees, the amount of sixty dollars (\$60.00) for each remaining Personal Day.
- (h) All payouts will be made by September 30 of that year. The payout of the unused Personal Days prior to June 30 is not allowed.
- (i) An employee may not have more than twelve (12) Personal Days at any one time.

**36.05 When Employment Ends**

- (a) For the year ending on December 31, 2016, when an employee leaves the Corporation during the fiscal year for any reason, other than the termination of his or her employment by the Corporation, any unused Personal Days as of his or her last day of employment shall be paid on a prorated basis.

For the period between January 1, 2017 and June 30, 2017, when an employee leaves the Corporation during this period for any reason, other than the termination of his or her employment by the Corporation, any unused Personal Days as of his or her last day of employment shall be paid on a prorated basis.

Effective July 1, 2017, when an employee leaves the Corporation during the July 1 to June 30 period for any reason, other than the termination of his or her employment by the Corporation, any unused Personal Days as of

his or her last day of employment shall be paid on a prorated basis.

- (b)** For the year ending on December 31, 2016, when an employee leaves the Corporation during the fiscal year for any reason and has used more Personal Days than he or she was entitled to, the value of excess Personal Days of the employee shall be recovered.

For the period between January 1, 2017 and June 30, 2017, when an employee leaves the Corporation during this period for any reason and has used more Personal Days than he or she was entitled to, the value of excess Personal Days of the employee shall be recovered.

Effective July 1, 2017, when an employee leaves the Corporation during the July 1 to June 30 period for any reason and has used more Personal Days than he or she was entitled to, the value of excess Personal Days of the employee shall be recovered.

- (c)** Payment and recovery of Personal Days under paragraphs (a) and (b) above shall be based on the following:
- (i)** for route holders, the activity component and the variable allowance of the route held on the last day of employment for each Personal Day;
  - (ii)** for permanent relief employees, the amount of sixty dollars (\$60.00) for each Personal Day.

**36.06      Usage of Planned and Preapproved Personal Days**

- (a) All Personal Days must be taken as full days.
- (b) An employee who wishes to use a planned Personal Day shall provide his or her supervisor or other designated individual with the necessary leave of absence forms.
- (c) Requests for planned Personal Days shall be preapproved subject to a time convenient for the employee and the Corporation.

**36.07      Usage of Urgent Personal Days**

- (a) Urgent Personal Days must be taken for the following purposes:
  - (i) illness;
  - (ii) emergency;
  - (iii) in circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family as defined in paragraph 19.02(a); or
  - (iv) during the qualifying period under the Short Term Disability Program, as set out in Part C.
- (b) For urgent Personal Days, an employee shall complete and furnish the Corporation with the necessary leave of absence forms as soon as possible after the commencement of the absence.

**(C) SHORT TERM DISABILITY PROGRAM**

**36.08 Earnings**

For the purposes of Part C, with the exception of subparagraph 36.10(g)(i) "earnings" are defined as follows:

- (a)** For route holders, the activity values and variable allowance as defined under Appendix "A";
- (b)** For permanent relief employees who, on the first date of absence are assigned to cover a known absence of greater than six (6) months under paragraph 1 (b) of Appendix "F", the activity values and variable allowance as defined under Appendix "A" of the route being covered;
- (c)** For all other permanent relief employees, sixty dollars (\$60.00) per day.

**36.09 Eligibility and Approval**

- (a)** An employee shall be eligible for short term disability benefits when he or she is incapacitated by illness, or a non-work related injury, or is hospitalized.
- (b)** In order to be eligible for short term disability benefits, and remain covered once approved, an employee must:
  - (i)** be under the care of a physician; and
  - (ii)** follow the treatment deemed appropriate for the illness or injury; and

- (iii) provide the required medical information to the Disability Management Provider; and
  - (iv) in case of an illness or injury related to substance abuse, agree to receive ongoing, active professional treatment deemed appropriate for the condition being treated.
- (c) Approval for short term disability benefits is determined by the Disability Management Provider.
- (d) An employee will not be eligible, or shall not remain covered if previously approved, for short term disability benefits in the following situations:
  - (i) any period when he or she is imprisoned;
  - (ii) any illness or injury due to the commission of, or an attempt to commit, a criminal offence (subject to conviction in a court of law);
  - (iii) any period when he or she is on a leave without pay or under suspension.
- (e) If an employee is absent from work as a result of an illness, a non-work related accident or hospitalization, and provides the medical information required by the Disability Management Provider:
  - (i) within the first sixteen (16) calendar days he or she shall maintain his or her earnings. If the employee's claim is approved, the employee will be eligible

for benefits from the first date of absence, excluding any applicable qualifying period;

- (ii) after calendar day sixteen (16), he or she shall maintain his or her earnings for the first sixteen (16) calendar days, after which he or she shall be on leave without pay until the required medical information is provided to the Disability Management Provider. If the employee's claim is approved, the employee will be eligible for benefits from the first date of absence, excluding any applicable qualifying period.

- (f) It is understood that if the employee's claim is denied, the earnings received by the employee during his or her absence will be recovered from his or her pay. It is further understood that if the employee's claim is approved, the earnings received by the employee during his or her absence will undergo the applicable reconciliation. In either case, such recovery will not exceed ten percent (10%) of the employee's pay, excluding amounts paid as vehicle expenses, in each pay period, until the entire amount is recovered.

- (g) 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 incapacitated from working;
- (ii) the date on which the employee engaged in any gainful occupation other than a gainful occupation approved by the Disability Management Provider;

- (iii) the date on which the employee fails to furnish satisfactory proof of continued disability to the Disability Management Provider;
- (iv) the date on which the employee refuses to participate in a disability management program or to participate in a rehabilitative program considered appropriate by the Disability Management Provider;
- (v) the date which the individual is no longer an employee of the Corporation.

**36.10      Short Term Disability Benefits**

- (a) An employee can receive short term disability benefits up to a maximum of thirty (30) weeks after the date of the commencement of the illness or injury.
- (b) Under the Short Term Disability Program, the qualifying period is as follows:
  - (i) zero (0) days from date of hospitalization;
  - (ii) zero (0) days for a non-work related accident, when medical attention was sought within twenty-four (24) hours of the accident;

or

zero (0) days from when medical attention is sought for a non-work related accident, if sought after the twenty-four (24) hour period;

- (iii) seven (7) calendar days for illness;
  - (iv) in cases of illness where an employee is hospitalized prior to the end of the qualifying period, short term disability benefits are payable as of the date of hospitalization.
- (c) In the event of illness, an employee must use his or her Personal Days until short term disability benefits commence.
- (d) Once approved for short term disability benefits by the Disability Management Provider, if an employee's Personal Days have been exhausted the employee may elect to use any available vacation leave to be paid during the qualifying period.
- (e) Following the qualification period, if applicable:
  - (i) an employee shall receive seventy percent (70%) of his or her earnings for up to fifteen (15) weeks.
- (f) Should an employee be approved for short term disability benefits for a period exceeding fifteen (15) weeks (excluding any applicable qualifying period), the employee shall apply for Employment Insurance benefits.
  - (i) If an employee is approved for Employment Insurance benefits, and complies at all times with all rules associated with the receipt of Employment Insurance benefits, the Corporation shall provide the employee with the difference in pay between the amount provided in Employment

Insurance Benefits and seventy percent (70%) of the employee's earnings for the balance of the thirty (30) weeks, a duration which includes the qualification period.

- (ii) If an employee demonstrates that he or she applied, but was not approved for, Employment Insurance benefits, the Corporation shall provide the employee with seventy percent (70%) of his or her earnings for the balance of the thirty (30) weeks, a duration which includes the qualification period.

(g) 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 prove that this employment predated the injury or illness; however, such other employment, must not prevent or delay the recovery of the employee as determined by the Disability Management Provider;
- (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.

(h) Notwithstanding clause 33.05, the Corporation will require reimbursement for any amounts

received in lieu of wage replacement where permitted by law.

**36.11      Recurrences**

- (a)      Should an employee have a recurrence of the same or a related medical condition within thirty (30) calendar days of his or her return to work following a short term disability leave, and it is medically supported by the Disability Management Provider, the employee shall receive a continuation of his or her short term disability benefits, with no qualifying period, for the remaining duration of up to thirty (30) weeks of short term disability benefits.
- (b)      After an employee has returned to work for longer than thirty (30) calendar days following a short term disability leave, any subsequent absence is considered a new period of illness or injury.

**36.12      Appeal Process**

- (a)      An appeal is a written request from an employee to revisit the decision made by the Disability Management Provider. The appeal process is designed to provide an objective review of the decision made and to provide the employee with the opportunity to submit additional medical information.
- (b)      If an employee avails himself or herself of his or her right to appeal, he or she will receive short term disability benefits during the time it takes to come to a determination regarding the first level appeal. If the first level appeal is denied, the Corporation shall recover any overpayment from the employee's pay, but

such recovery shall not exceed ten percent (10%) of the employee's pay, excluding amounts paid as vehicle expenses, in each pay period, until the entire amount is recovered.

- (c) Notwithstanding the foregoing, in the event that employment ends, any overpayment still outstanding will be recovered in full from the employee's final pay.

**36.13 First Level Appeal**

- (a) An employee must submit a written intent to appeal to the Disability Management Provider within seven (7) calendar days of the original decision having been communicated to the employee in writing.
- (b) Within thirty (30) calendar days from the notice to appeal, the employee must provide the Disability Management Provider's Case Manager with any additional medical information that the employee wishes to submit or that has been requested by the Case Manager.
- (c) The Disability Management Provider will provide a written decision with detailed reasons and recommendations to the employee.

**36.14 Final Appeal**

- (a) When an employee claim is denied at the first level appeal, the Union and the employee will be advised in writing.
- (b) The Union, on behalf of the employee, has fourteen (14) calendar days to advise the Case

Manager, in writing, of the intent to appeal. Upon notice to the Disability Management Provider of the intent to appeal, the Case Manager will provide to the agreed upon independent medical physician and the Union, upon request, copies of the claim document, including the information referred to in paragraph 36.14 (d).

- (c)** In order to proceed to final appeal, the employee must sign a release authorizing a representative of the Union to represent the employee's interests during the final appeal.
- (d)** The independent medical physician shall undertake a review of the information provided:

  - (i)** from the Case Manager; and if applicable,
  - (ii)** the Union submission and any other medical information submitted by the Union in a timely manner, both through the Case Manager.
- (e)** The independent medical physician may hold a fact finding meeting to ascertain the issues and facts prior to rendering a decision. If a fact finding meeting is held, the parties shall not be represented by lawyers, and no witnesses will be allowed to testify.
- (f)** If the parties are unable to agree on an independent medical physician within twenty-one (21) calendar days from the notice to appeal, either party can make a request to the Union's national office and the Corporation's national designated representative to appoint an independent medical physician to make a

final review and determination. At the national level, the parties are to agree on the appointment of an independent medical physician within seven (7) calendar days of the request.

- (g) The decision of the independent medical physician shall be final and binding upon both parties, without creating a precedent.
- (h) The fees and expenses of the independent medical physician, including the costs of the fact finding meeting, if any, shall be shared equally between the parties.

**36.15 Grievance Procedure**

Any decisions made by the Disability Management Provider and the independent medical physician are not subject to the grievance procedure in the collective agreement.

**36.16 Short Term Disability Program**

The Short Term Disability Program – Policies and Procedures, as amended from time to time, shall remain in effect during the term of this 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.

**APPENDIX "A"****ACTUAL WAGE CALCULATIONS**

1. An employee's actual wage is determined by the activity component specified in paragraph 2, the variable allowance specified in paragraph 3, and the knowledge sort and civic addressing allowance specified in paragraph 4.

2. **Activity Component**

A route's activity component is the annualized total of the following completed activities and their corresponding values, inclusive of the zones set out under Letter 3, subject to the appropriate progression percentage set out in paragraph 2(b).

(a) The sortation, delivery, delivery stops and value per kilometer activity values are as follows:

<b>Zone 1</b>	<b>Activity Values</b>	
<b>Sortation Values</b>	<b>2016</b>	<b>2017</b>
Residential Sort	\$ 0.0822	\$ 0.0834
Residential Sort - Sequenced		\$ 0.0570
Farm Sort	\$ 0.0822	\$ 0.0834
Farm Sort - Sequenced		\$ 0.0567
AMS Business Sort	\$ 0.2629	\$ 0.2668
AMS Business Sort - Sequenced		\$ 0.1836
Apartment Sort	\$ 0.0558	\$ 0.0567
Apartment Sort - Sequenced		\$ 0.0401
Business Direct Sort	\$ 0.2629	\$ 0.2668
Business Direct Sort - Sequenced		\$ 0.2103
Sortation Caller	\$ 0.2629	\$ 0.2668
Sortation Caller - Sequenced		\$ 0.2103
<b>Delivery Values</b>		
RMB	\$ 0.0924	\$ 0.0938
RMB - RRD	\$ 0.1217	\$ 0.1235
RMB - RHD	\$ 0.0559	\$ 0.0567
CMB	\$ 0.0457	\$ 0.0464
GMB	\$ 0.0558	\$ 0.0567
Kiosks	\$ 0.0497	\$ 0.0505
High POC CMB sites		\$ 0.0534
LBA	\$ 0.0629	\$ 0.0639
Parcel Locker Clearance		\$ 0.1502
Business Counter	\$ 0.2132	\$ 0.2163
Business Exterior		\$ 0.1669
Business Special		\$ 2.5034
RPO	\$ 0.9531	
RPO Clearance/Other		\$ 1.3352
RPO Drop		\$ 0.9680
SLB clearance	\$ 0.9531	\$ 0.9674
Pickup	\$ 0.9531	
Pickup Street Level		\$ 1.1683
Pickup Other		\$ 1.8359
Delivery Stops	\$ 0.0792	\$ 0.0804
<b>Drive Time/KM (POC/KM)</b>		
50km/hr – 9.9 or less POC/KM	\$ 0.3948	\$ 0.4008
40km/hr – 10 to 24.9 POC/KM	\$ 0.4933	\$ 0.5007
30km/hr – 25 to 49.9 POC/KM		\$ 0.6676
20km/hr – 50 or more POC/KM		\$ 1.0014

<b>Zone 2</b>	<b>Activity Values</b>	
<b>Sortation Values</b>	<b>2016</b>	<b>2017</b>
Residential Sort	\$ 0.0893	\$ 0.0907
Residential Sort - Sequenced		\$ 0.0618
Farm Sort	\$ 0.0893	\$ 0.0907
Farm Sort - Sequenced		\$ 0.0618
AMS Business Sort	\$ 0.2862	\$ 0.2905
AMS Business Sort - Sequenced		\$ 0.1999
Apartment Sort	\$ 0.0609	\$ 0.0618
Apartment Sort - Sequenced		\$ 0.0436
Business Direct Sort	\$ 0.2862	\$ 0.2905
Business Direct Sort - Sequenced		\$ 0.2290
Sortation Caller	\$ 0.2862	\$ 0.2905
Sortation Caller - Sequenced		\$ 0.2290
<b>Delivery Values</b>		
RMB	\$ 0.1005	\$ 0.1020
RMB - RRD	\$ 0.1325	\$ 0.1345
RMB - RHD	\$ 0.0609	\$ 0.0618
CMB	\$ 0.0497	\$ 0.0505
GMB	\$ 0.0609	\$ 0.0618
Kiosks	\$ 0.0538	\$ 0.0546
High POC CMB sites		\$ 0.0582
LBA	\$ 0.0680	\$ 0.0690
Parcel Locker Clearance		\$ 0.1636
Business Counter	\$ 0.2324	\$ 0.2359
Business Exterior		\$ 0.1817
Business Special		\$ 2.7262
RPO	\$ 1.0394	
RPO Clearance/Other		\$ 1.4540
RPO Drop		\$ 1.0541
SLB clearance	\$ 1.0394	\$ 1.0550
Pickup	\$ 1.0394	
Pickup Street Level		\$ 1.2722
Pickup Other		\$ 1.9992
Delivery Stops	\$ 0.0863	\$ 0.0876
<b>Drive Time/KM (POC/KM)</b>		
50 km/h – 9.9 or less POC/KM	\$ 0.4304	\$ 0.4368
40 km/h – 10 to 24.9 POC/KM	\$ 0.5380	\$ 0.5460
30 km/h – 25 to 49.9 POC/KM		\$ 0.7270
20 km/h – 50 or more POC/KM		\$ 1.0905

<b>Zone 3</b>	<b>Activity Values</b>	
<b>Sortation Values</b>	<b>2016</b>	<b>2017</b>
Residential Sort	\$ 0.0934	\$ 0.0948
Residential Sort - Sequenced		\$ 0.0646
Farm Sort	\$ 0.0934	\$ 0.0948
Farm Sort - Sequenced		\$ 0.0646
AMS Business Sort	\$ 0.2994	\$ 0.3039
AMS Business Sort - Sequenced		\$ 0.2091
Apartment Sort	\$ 0.0639	\$ 0.0649
Apartment Sort - Sequenced		\$ 0.0456
Business Direct Sort	\$ 0.2994	\$ 0.3039
Business Direct Sort - Sequenced		\$ 0.2395
Sortation Caller	\$ 0.2994	\$ 0.3039
Sortation Caller - Sequenced		\$ 0.2390
<b>Delivery Values</b>		
RMB	\$ 0.1045	\$ 0.1061
RMB - RRD	\$ 0.1386	\$ 0.1407
RMB - RHD	\$ 0.0637	\$ 0.0646
CMB	\$ 0.0528	\$ 0.0536
GMB	\$ 0.0639	\$ 0.0649
Kiosks	\$ 0.0558	\$ 0.0567
High POC CMB sites		\$ 0.0608
LBA	\$ 0.0711	\$ 0.0721
Parcel Locker Clearance		\$ 0.1711
Business Counter	\$ 0.2436	\$ 0.2473
Business Exterior		\$ 0.1901
Business Special		\$ 2.8511
RPO	\$ 1.0861	
RPO Clearance/Other		\$ 1.5206
RPO Drop		\$ 1.1024
SLB clearance	\$ 1.0861	\$ 1.1023
Pickup	\$ 1.0861	
Pickup Street Level		\$ 1.3305
Pickup Other		\$ 2.0908
Delivery Stops	\$ 0.0903	\$ 0.0917
<b>Drive Time/KM (POC/KM)</b>		
50km/hr – 9.9 or less POC/KM	\$ 0.4496	\$ 0.4564
40km/hr – 10 to 24.9 POC/KM	\$ 0.5623	\$ 0.5707
30km/hr – 25 to 49.9 POC/KM		\$ 0.7603
20km/hr – 50 or more POC/KM		\$ 1.1405

- (i) The following activity values shall be in effect as of January 1, 2017: Parcel Locker Clearance, RPO Clearance/Other, RPO Drop, Pickup

Street Level and Drive time 30 km/hr,  
and 20 km/hr.

- (ii) Sequenced activity values shall apply following the implementation of a restructure, where applicable.

- (b) The following wage progression is based on the last date of hire as a route holder or permanent relief employee. Employees shall progress through the progression levels based on the anniversary of this date.

On call relief employees shall remain at the minimum wage progression level.

Progression Level	Percentage of Activity Values
Minimum	85%
Yr 1	88%
Yr 2	91%
Yr 3	94%
Yr 4	97%
Yr 5	100%

### 3. Variable Allowance

- (a) An employee's variable allowance is the annualized total of the following:

## Neighbourhood Mail Sets (per point of call)

Less than 500 grams	1.5 cent
Greater than 500 grams and less than 1,000 grams	10.0 cents
From 1,000 to 2,000 grams	15.0 cents

## Other

Lock changes	\$1.00 each
Personal contact items	\$1.00 each

- (b) Changes to the variable allowance will be made by the Corporation once per calendar year until such time as an employee's route is automated to capture actual variable allowance data. At such time, the variable allowance will be based on actual data and paid bi-weekly.

4. **Knowledge Sort and Civic Addressing Allowance**

- (a) Subsequent to January 1, 2013, an employee performing sortation on a route identified as requiring a knowledge sort (a route with no civic addressing at the sortation case) shall be entitled to five (5) cents per day per point of call requiring a knowledge sort. The entitlement under this paragraph exists for a maximum of three (3) months. If civic addressing is implemented on points of call during that period, the entitlement for the

affected points of call ends and paragraph (b) applies.

- (b)** Subsequent to January 1, 2013, if an employee owns a route and civic addressing changes are implemented to points of call on the route, the route holder shall be entitled to five (5) cents per day per point of call for each point of call on the route receiving a complimentary redirection of mail by the Corporation. The entitlement under this paragraph exists for six (6) months and will be payable to any relief employee covering the route.
- (c)** The amounts in paragraphs (a) and (b) shall only be paid to the employee performing the sortation activity on the route.
- 5.** The special allowance that was being paid, prior to the coming into effect of this collective agreement, for the use of a specific type of vehicle shall continue to be paid as long as the employee is required to use such a vehicle and the employee retains the route for which the vehicle was originally required.

Following the coming into effect of this collective agreement, when the Corporation requires, in accordance with clause 32.01, that an employee use a specific type of vehicle, it shall pay a minimum of twelve hundred dollars (\$1,200) per year.

The amount set out above is to be added to the vehicle expenses determined under paragraph 33.01 (b).

6. Any changes to points of call on an employee's route will result in an update to the route's activity component a minimum of semi-annually.
7. Between the adjustments provided for in paragraph 6, any increase or decrease to total points of call on a route exceeding five percent (5%) shall result in an adjustment in the activity components specified in paragraph 2 and vehicle expense as per clause 33.01.

Adjustments under this paragraph which result in an increase or decrease in the amount payable shall be retroactively adjusted to the date the change exceeded five per cent (5%).

**APPENDIX “B”****NOTICE OF CHANGE IN UNION AFFILIATION OR  
STATUS CHANGE**

The following information shall be provided to the Union when there is a change in union affiliation or status:

1. Last Name
2. First Name
3. Initials
4. Residence Address 1
5. Residence Address 2
6. Residence City
7. Residence Province
8. Residence Address Postal Code
9. New Class and Level
10. Work Location Name (English)
11. Work Location Name (French)
12. Work Location City
13. New Paylist
14. Old Effective From Date  
(YYYYMMDD)
15. Old Effective To Date  
(YYYYMMDD)
16. New Effective From Date  
(YYYYMMDD)
17. New Effective To Date  
(YYYYMMDD)
18. Action Code
19. Reason Code
20. New Employment Category
21. New BUD Code
22. New Scheduled Hours
23. Employee ID
24. Prior (Old) Work Area
25. New Work Area
26. Prior (Old) Work Location (City)
27. Prior (Old) Paylist

**APPENDIX "C"**

**HUMAN RIGHTS TRAINING**

Donald Lafleur  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**Re: Human Rights Training**

Dear Mr. Lafleur:

This letter is to confirm that the parties recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex, sexual orientation, national or ethnic origin, colour, religion, age, marital status, family status, disability and conviction for an offence for which a pardon has been granted.

They also recognize that this constitutes a common objective and that all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise this right.

All complaints of harassment related to the prohibited grounds under the *Canadian Human Rights Act* shall be investigated in accordance with the Corporation's harassment policy, as may be amended by the Corporation from time to time.

In accordance with this commitment, the Corporation confirms that the issues of human rights and conflict management will be covered in the training program for all new employees under Article 26.

Sincerely,



Rob Sinclair  
Chief Negotiator

**APPENDIX "D"**

**UNION EDUCATION FUND**

1. The Corporation agrees to pay into the Union Education Fund set out under Appendix "U" of the collective agreement applicable to the urban operations bargaining unit, for the benefit of the employees covered by this collective agreement, the following amount:

- (a) The amount shall be equal to three (3) cents per hour paid to all employees.

**APPENDIX "E"**

**ON CALL RELIEF EMPLOYEES**

1. As of January 1, 2014, on call relief employees will be utilized in postal installations with six (6) or more RSMC routes.

Effective September 1, 2017, on call relief employees will be utilized in postal installations with five (5) or more RSMC routes.

2. Should the Corporation encounter staffing difficulties in the postal installations referred to above, the parties agree to consult locally on solutions to the staffing difficulties.

3. On call relief employees shall be paid at the minimum progression level of the Appendix "A" activity values and variable allowance of the route being replaced. Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.

4. Every active on call relief employee shall receive a payment of two hundred and fifty dollars (\$250.00) for each quarter in which they work at least fifteen (15) days and remain an on call relief employee at the completion of the quarter. This entitlement opportunity commences in the first full quarter following the signing of the collective agreement. The quarters are measured in accordance with the relevant calendar year (March 31, June 30, September 30 and December 31).

5. In postal installations with more than one on call relief employee, assignments to cover vacation leave not assigned to permanent relief shall be offered to on call relief employees in the order of their ranking dates. The

ranking date of on call relief employees shall be determined by their last hiring date. If more than one employee has the same hiring date, the random number system will be used to determine the rank.

**6.** Vacation pay will accumulate, at four (4) percent of actual wages as defined in Appendix "A" of the collective agreement, throughout the calendar year and will be paid no later than March 31, of the following year.

**7.** On call relief employees shall receive a boot allowance in the amount of sixty dollars (\$60) in each quarter that they receive the payment under paragraph 4.

**8.** On call relief employees shall be entitled to leave on the designated general holidays if the holiday falls on an assigned working day. Each month, in respect to the payment of general holidays, on call relief employees shall receive pay equal to four point four (4.4) percent of their actual wages as defined in Appendix "A".

**9.** The collective agreement shall apply to on call relief employees, except for the following provisions: Articles 8, 11, 12.01, 12.02, 12.03, 12.05, 13.02, 14.01, 14.02, 14.04, 15, 16, 17, 19, 22, 23, 24.03, 24.04, 25.01 (a), (b), (c), and (e), 25.02, 36, Appendices "I", "F".

**10.** The Corporation may authorize the use of a type of vehicle other than the one specified on the route being replaced for on call relief employees. However, no payment will be made for additional trips on the route unless the on call relief employee has provided at least the minimum size vehicle required for the route as indicated in the Schedule "A" of the Mail Transportation and Delivery Agreement for the route, and the additional trip has been authorized by the Corporation.

**11.** This Appendix renders all other national memoranda of agreements regarding on call relief null and

void, including the memoranda signed on December 20, 2006, June 19, 2007, June 20, 2007 and December 12, 2007.

**APPENDIX "F"**

**PERMANENT RELIEF EMPLOYEES**

1. As of January 1, 2014, the Corporation agrees to create and implement the position of permanent relief employee, to primarily cover vacation leave absences in postal installations with fourteen (14) or more RSMC routes.
  - (a) Once the vacation leave schedule is established under clause 15.02 (b), permanent relief employees in the installation shall be offered vacation leave coverage assignments by seniority.
  - (b) Coverage of known absences of greater than six (6) months shall be offered to permanent relief employees by seniority.
2. Permanent relief employees will be assigned a minimum work schedule of twelve (12) hours per week.
3.
  - (a) Permanent relief employees shall be paid the Appendix "A" activity values and variable allowance of the route being replaced. Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.
  - (b) When a permanent relief employee is not assigned to a route and being compensated in accordance with paragraph 3 (a), he or she shall receive sixty dollars (\$60.00) per day in compensation and be required to perform other duties assigned by the Corporation for a maximum of three (3) hours per day.

**APPENDIX “G”****ACCOMMODATION**

The parties recognize that the Corporation, its employees, the Union, and the employee who is permanently-disabled or temporarily disabled must work together to attain the objectives set out in the *Canadian Human Rights Act* on accommodation.

In the event that an employee has a disability as recognized by the *Canadian Human Rights Act*, the Corporation shall make every reasonable effort, up to the point of undue hardship, to accommodate the employee in accordance with the Corporation's policy on accommodation. In this regard, the Corporation, the Union and the employee will co-operate in attempting to determine the appropriate accommodation. This shall include local consultation when appropriate. The Union reserves the right to file a grievance.

**APPENDIX “H”**

**ABSENCE COVERAGE**

The Corporation agrees to assume responsibility for replacement of absences recognized under the collective agreement for route holders in postal installations with six (6) or more RSMC routes.

As of September 1, 2017, the Corporation agrees to assume responsibility for replacement of absences recognized under the collective agreement for route holders in postal installations with five (5) or more RSMC routes.

Until such time, all current practices related to the responsibility of absence coverage will remain in effect.

**APPENDIX “I”**

**CORPORATE TEAM INCENTIVE**

The terms and conditions of the Corporate Team Incentive Plan, which are applicable to eligible personnel within the Corporation, shall apply to all employees. All on call relief employees are excluded from the Corporate Team Incentive Plan.

The Corporate Team Incentive (CTI) will have an incentive potential of three percent (3%) per fiscal year for meeting Corporate performance targets. Also, there is a potential for earning more than three percent (3%) if the Corporation exceeds the targets it sets and less than three percent (3%) if the Corporation does not meet the targets it sets.

In order to be eligible for any payment under the Corporate Team Incentive Plan, employees must have worked more than three (3) months in the bargaining unit and must still be in the bargaining unit at the end of the fiscal year.

The Corporation may modify any of the terms and conditions of the Corporate Team Incentive for the then current or subsequent fiscal year(s), up to and including the suspension of payments.

The Corporation will notify and consult with the Union at the national level regarding any changes made to the Corporate Team Incentive Plan.

For the purpose of the Corporate Team Incentive Plan, the Corporation’s “fiscal year” shall mean the period from January 1 to December 31 of each year. The Corporate Team Incentive Plan will commence on December 31, 2011 and shall have no retroactive effect for the 2011 calendar year.

**APPENDIX “J”**

**CHILD CARE FUND CONTRIBUTIONS**

1. As of January 1, 2010, the Corporation shall pay into the trust fund established by Appendix “L” of the collective agreement between the Canada Post Corporation and the Canadian Union of Postal Workers (Urban Operations collective agreement) sixty-five thousand dollars (\$65,000.00). These monies will be paid to the fund within fifteen (15) days of the date the Corporation receives the applicable quarterly financial statements of the fund from the Union.

2. The amounts allocated to the fund pursuant to paragraph 1 will not be included in any determination that the fund has exceeded two million five hundred thousand dollars (\$2,500,000.00).

**APPENDIX “K”**

**MEMORANDUM OF AGREEMENT REGARDING  
THE INTRODUCTION OF RIGHT HAND DRIVE  
VEHICLES**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CANADIAN UNION OF  
POSTAL WORKERS  
("CUPW")  
AND  
CANADA POST CORPORATION  
("the Corporation")**

WHEREAS this Memorandum of Agreement is developed under Article 35 of the RSMC collective agreement regarding the introduction of Right Hand Drive (RHD) vehicles on Rural and Suburban Mail Carriers (RSMC) routes and is without prejudice or precedent to any position(s) the parties may take in future matters of a similar or identical nature.

WHEREAS Canada Post has designated RSMC positions that have routes with more than 330 RMBs as RHD and is introducing RHD vehicles as per the notices sent on June 3, 2011, February 21, 2012 and April 18, 2012, and the numerous consultation meetings held under Article 35 of the RSMC collective agreement;

AND WHEREAS employees who receive a corporate-provided RHD vehicle will no longer receive a vehicle expense as per clauses 33.01 (b) and (c) and/or a special allowance as per Appendix "A" under the RSMC collective agreement;

THEREFORE, the parties agree as follows:

1. Returning to the post office:

- (a) In cases where the route end point is modified as a result of the utilization of a corporate-provided RHD vehicle such that the RSMC must end at the post office, the employee's wage will be increased by thirty-five (35) cents per kilometre from their last point of delivery to the post office. This rate will not apply to routes that already end at the post office, prior to the introduction of the corporate-provided RHD vehicle on the route.
- (b) Modifications to routes in accordance with paragraph 1 (a) will not be dealt with by the Transition Committee under Article 11 of the RSMC collective agreement.
- (c) Should a new compensation model be agreed to by the parties as a result of collective bargaining, the amount outlined above will cease on the day the new compensation model is implemented, should the entitlement under that model be greater than the amount outlined in paragraph 1 (a).

## 2. Special allowance

- (a) An employee who opts to purchase a RHD vehicle after their position is designated as RHD will receive the following one-time special allowance amounts:
  - 1<sup>st</sup> year: twelve hundred dollars (\$1200) as a lump sum and an additional twelve hundred dollars (\$1200) for the year, both less statutory deductions;
  - 2<sup>nd</sup> year: six hundred dollars (\$600) lump sum and an additional twelve hundred dollars

(\$1200) for the year, both less statutory deductions;

3<sup>rd</sup> year: twelve hundred dollars (\$1200) for the year, less statutory deductions;

4<sup>th</sup> year: six hundred dollars (\$600) for the year, less statutory deductions;

5<sup>th</sup> year and every year that follows: zero dollars (\$0).

- (b)** The special allowance amounts outlined in paragraph 2 (a) will replace the special allowance outlined in Appendix “A” paragraph 5 of the RSMC collective agreement.
- (c)** It is understood that vehicle expenses as per clause 33.01 of the RSMC collective agreement shall apply to employees who provide and utilize a RHD vehicle.
- (d)** Should an employee transfer to another route designated as RHD, the payment schedule of the special allowance amounts outlined in paragraph 2 (a) above shall continue.
- (e)** Should an employee transfer to a route that is not designated as RHD due to a restructure, the payment schedule of the special allowance amounts outlined in paragraph 2(a) above shall continue.

A restructure is defined as the reallocation of a minimum of five (5) percent of the points of call on one route to one or more other routes.
- (f)** Should an employee transfer to a route that is not designated as RHD for any other reason, the payment schedule of the special

allowance amounts outlined in paragraph 2 (a) shall immediately cease.

- (g) Should an employee be laid off, the payment schedule for the special allowance amounts outlined in paragraph 2 (a) shall immediately cease.

**3. Recently purchased or leased vehicles:**

- (a) Route holders who purchased or leased a vehicle will be paid a one-time payment of twelve hundred dollars (\$1200) as a lump sum and an additional annual twelve hundred dollars (\$1200) special allowance for twelve (12) months, both less statutory deductions.
- (b) To be eligible for the amounts outlined in paragraph 3 (a), the vehicle model must be 2010 or newer and the vehicle must have been purchased or leased within twenty-four (24) months prior to having received the initial Corporation letter indicating that their route is designated as RHD. The employee must provide a copy of their lease or purchase invoice as well as the original copy of the vehicle's ownership to their Local Area Manager.
- (c) The employee must continue to show the original copy of the vehicle's ownership to their Local Area Manager every two (2) months until the twelve (12) month period specified in paragraph 3 (a) elapses. Otherwise, the special allowance payments will cease.

**4.** Actual wages:

- (a)** The minimum annual wages per daily hour of work (excluding variable pay) shall be increased to four thousand one hundred and seventy four dollars and eight cents (\$4,174.08) for route holders whose route is designated as RHD and who opt to utilize a corporate-provided RHD vehicle, as of the date of implementation of RHD on his or her route.
- (b)** Should a new compensation model be agreed to by the parties as a result of collective bargaining and the model provides a lower annual wage per daily hour of work (excluding variable pay) as that outlined in paragraph 4 (a), the annual wage per daily hour of work outlined in paragraph 4 (a) will continue until such time as the compensation model provides a higher annual wage per daily hour of work, at which time the annual wage per daily hour of work will revert to that outlined under the compensation model.

**5.** In cases where the route holder chooses to utilize his or her personal vehicle in cases of breakdown or repair of a corporate-provided RHD, the Corporation will reimburse the employee's commercial insurance premium for the duration in question and pay vehicle expenses as per clauses 33.01 (b) and (c) of the RSMC collective agreement until such time that the corporate-provided RHD is repaired.

**6.** RSMC employees will be compensated the higher of either one hundred and twenty eight (128) dollars per day or their daily wage for any day of training related to RHD. If training is provided in a half-day increment, half of the above values will be paid.

**7.** Implementation of this MOA provides full and final settlement of national grievances N00-08-R0005 and N00-08-R00021 without prejudice or precedent to either party.

**8.** This MOA settles all matters related to or resulting from the notices sent on June 3, 2011, February 21, 2012 and April 18, 2012 with respect to the designation of RSMC positions that have routes with more than 330 RMBs as RHD as per Article 35 of the RSMC collective agreement.

**9.** This MOA is in effect until such time that the parties mutually agree otherwise.

Dated this 5<sup>th</sup> of October, 2012 in Ottawa, Ontario.

**APPENDIX “L”**

**PROCEDURE FOR THE REVIEW OF SENIORITY  
DATES**

**1. Right to Review**

**1.1** Where an employee’s seniority date is subject to clause 8.03 or 8.04, the seniority date of the employee shall be reviewed if he or she alleges that it is not in compliance with the provisions of the applicable clause and clause 8.02.

**2. Review Procedure**

**2.1** Any request for review must be submitted in writing to an authorized representative of the Union designated by the National Director and include an explanation and documents in support of the review.

**2.2** The request shall forthwith be reviewed by an authorized representative of the Union designated by the National Director.

**2.3** Upon request, the Corporation shall provide to the Union the date used to establish the ranking of the employee. In all cases, the burden of proof shall rest with the employee who requests to have his or her seniority reviewed.

**2.4** The Union’s authorized representative shall decide the new seniority date, if any. Such decision shall be final and binding and cannot be grieved by the Union, the Corporation or by employees.

**2.5** The Union shall provide the new seniority date, along with an explanation and sufficient documentation in support of the new seniority date to the designated

representative(s) of the Corporation.

**2.6** Following receipt of sufficient documentation under clause 2.5, any revision of a seniority date shall take effect within fourteen (14) calendar days and shall not apply retroactively.

**2.7** For absolute certainty, the new seniority rules under clauses 8.03 and 8.04 have no impact on clause 8.01 and the definition or calculation of continuous employment or continuous service under that clause, or:

- (a) pensionable service calculations or eligibility;
- (b) annual leave calculations or entitlements.

**LETTER 1**

December 21, 2012

Donald Lafleur  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**Re: Routes in Excess of Sixty (60) Hours and Route Growth**

Dear Mr. Lafleur:

The Corporation agrees to identify and restructure routes where the workweek exceeds sixty (60) hours where the normal workweek is five (5) days.

The Corporation agrees to consider adding growth to a route or routes in an office that are below forty (40) hours per week where the normal workweek is five (5) days.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rob Sinclair', with a stylized flourish at the end.

Rob Sinclair  
Chief Negotiator

**LETTER 2**

December 9, 2016

George Floresco  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**Re: Paramedical Services**

Dear Mr. Floresco:

This letter confirms the parties' agreement that for the benefits referred to in Article 22.04 of the collective agreement, the following paramedical services are covered when provided out-of-hospital and reimbursed at eighty per cent (80%), up to the following maximum amounts:

- acupuncturists - covered expenses are limited to a maximum of \$300 in a calendar year.
- chiropractors - covered expenses are limited to a maximum of \$300 in a calendar year.
- electrologists - the maximum covered expense for each visit is \$10.
- massage therapists - covered expenses are limited to a maximum of \$200 in a calendar year.
- midwives - covered expenses are limited to a maximum of \$200 in a calendar year.
- naturopaths - covered expenses are limited to a maximum of \$300 in a calendar year.

- osteopaths - covered expenses are limited to a maximum of \$250 in a calendar year.
- physiotherapists – no maximum on covered expenses.
- podiatrists and chiropodists - covered expenses for all treatment combined are limited to a maximum of \$250 in a calendar year.
- psychologists/social workers - covered expenses are limited to a combined maximum of \$500 in a calendar year.
- speech therapists and speech language pathologists - covered expenses for all treatment combined are limited to a maximum of \$300 in a calendar year.

Effective January 1, 2017, the following paramedical services are covered when provided out-of-hospital and reimbursed at eighty per cent (80%), up to the following maximum amounts:

- acupuncturists - covered expenses are limited to a maximum of \$600 in a calendar year.
- chiropractors - covered expenses are limited to a maximum of \$600 in a calendar year.
- electrologists - the maximum covered expense for each visit is \$20.
- massage therapists - covered expenses are limited to a maximum of \$400 in a calendar year.
- midwives - covered expenses are limited to a maximum of \$400 in a calendar year.
- naturopaths - covered expenses are limited to a maximum of \$600 in a calendar year.

- osteopaths - covered expenses are limited to a maximum of \$500 in a calendar year.
- physiotherapists – no maximum on covered expenses.
- podiatrists and chiropodists - covered expenses for all treatment combined are limited to a maximum of \$500 in a calendar year.
- psychologists/social workers - covered expenses are limited to a combined maximum of \$1000 in a calendar year.
- speech therapists and speech language pathologists - covered expenses for all treatment combined are limited to a maximum of \$600 in a calendar year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Sinclair', with a stylized flourish at the end.

Rob Sinclair  
Chief Negotiator

cc: Sylvain Lapointe

**LETTER 3**

December 9, 2016

George Floresco  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**Re: Appendix "A" Regions**

Dear Mr. Floresco:

The parties have agreed that the following zones will apply for the purposes of the values in paragraph 2(a) of Appendix "A".

For greater clarity, the composition of each zone is as follows:

Zone 1 includes Collingwood; Goderich; Hanover; Kincardine; Midland; Orillia; Owen Sound; Penetanguishene; Thunder Bay; and all other offices not in Zone 2 or 3.

Zone 2 includes Alberta with the exception of offices included in Zone 3; British Columbia; shared depots with postal codes beginning with L, M or N with the exception of shared depots included in Zone 1; and all other shared depots within twenty (20) kilometres of mechanized plants with the exception of those included in Zone 3.

Zone 3 includes Fort McMurray; Northwest Territories; Nunavut; Yukon; and all shared depots within twenty (20) kilometres of mechanized plants in Edmonton and Calgary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Sinclair', with a stylized flourish at the end.

Rob Sinclair  
Chief Negotiator

**LETTER 4**

December 21, 2012  
Donald Lafleur  
Chief Negotiator  
Canadian Union of Postal Workers  
377 Bank Street  
OTTAWA ON K2P 1Y3

**Re: On Call Relief Employee Groupings**

Dear Mr. Lafleur:

This letter confirms that the parties agree to the grouping of on call relief employees ("OCREs") and that the following conditions apply:


1. The parties may, through consultation at the local level, create additional OCRE positions. Any decision(s) in this regard must be approved by an authorized national representative of the Corporation. The total number of OCRE positions in an OCRE grouping at any one time during the life of the collective agreement shall not exceed one hundred (100).
2. A grouping of OCRE can only occur within a radius of fifteen (15) kilometres or less from the office that the OCRE is based in.
3. A grouping of OCRE can only include offices that report to the same local area supervisor.
4. If a grouping of OCRE includes a letter carrier depot, the grouping can only include other installations that contain a letter carrier depot.

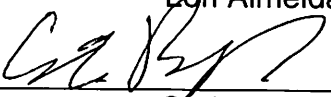
Sincerely,

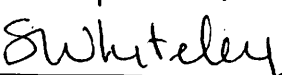



Rob Sinclair  
Chief Negotiator

**Canada Post Corporation**

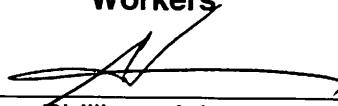
  
Lori Almeida

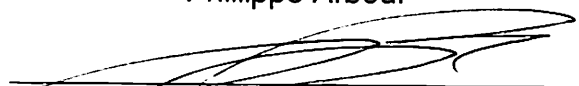
  
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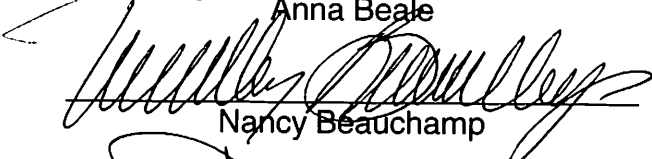
  
Susan Whiteley

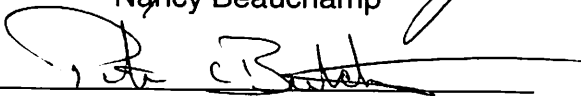
  
Rob Sinclair  
Chief Negotiator

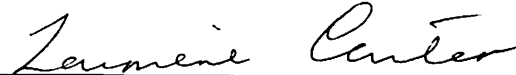
**The Canadian Union of Postal  
Workers**

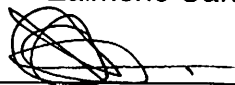
  
Phillippe Arbour

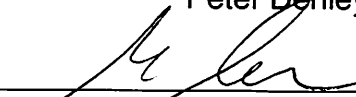
  
Anna Beale


  
Nancy Beauchamp

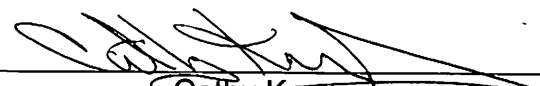
  
Peter Butcher


  
Zaimene Carter


  
Peter Denley

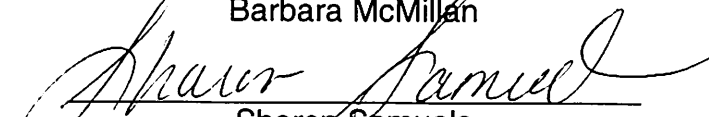
  
Manon Gagné

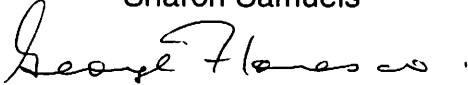
  
Stephen Gale

  
Cathy Kennedy

  
Sylvain Lapointe

  
Barbara McMillan

  
Sharon Samuels

  
George Floresco  
Chief Negotiator

SIGNED AT OTTAWA, this 9th day of the month of December, 2016.