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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 15th 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, genetic characteristics, 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 access to the collective agreement, as provided under clause 31.02, 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 flex 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 flex 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

Denis Nadeau
Serge Brault

PROVINCE OF ONTARIO

Barry Stephens
Susan Stewart
Jules Bloch

PROVINCES OF ALBERTA, MANITOBA AND
SASKATCHEWAN AND NORTHWEST TERRITORIES

Sheila Denysiuk
Colin Robinson
Arne Peltz

PROVINCE OF BRITISH COLUMBIA, AND THE YUKON

James Dorsey
Corinne Bell
Arne Peltz

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) On October 31, 2018 the Parties agreed to a Memorandum of Agreement titled "Access to Information Pursuant to Clause 11.03 of the Collective Agreement" and its Schedules (ATI MOA).

The ATI MOA forms an integral part of this collective agreement.

- (b) At the beginning of the calendar year, the Corporation shall provide the Union with a twelve (12) month implementation schedule of planned restructures.

In the event that a restructure is not identified in the implementation schedule or if there have been changes to the implementation schedule, the Corporation shall inform the local union in writing at least ten (10) working days before the beginning of that restructure.
- (c) The local union shall have five (5) working days following the date upon which the Corporation provides the current Schedule "A-1" and A-2" related to the restructure to advise the Corporation of any issues that it believes exist regarding the upcoming restructure and request that the Corporation consult on these issues.

- (d) The local union shall have fifteen (15) working days following the date upon which the Corporation provides the proposed Schedule "A-1" and "A-2" related to the restructure to advise the Corporation of any issues that it believes exist regarding the restructure and request that the Corporation consult on these issues.
- (e) The information provided pursuant to the ATI MOA shall be available electronically, unless provided otherwise in the ATI MOA.

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 Assignments and Bidding Following a Restructure

- (a) For the purposes of this clause, "Component" is defined as the RSMC routes in a postal installation with the same restructure implementation date.
- (b) Following a restructure, bidding shall occur in compliance with (i), (ii) or (iii) below.
 - (i) Where the restructure involves less than fifty (50) percent of the routes in the Component prior to the restructure, the affected routes are dealt with on an individual basis as follows:

Where fifty (50) 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 Component prior to restructure, all route holders in the Component and all permanent flex employees in the postal installation shall bid by seniority on all positions in the Component and all permanent flex positions in the postal installation.

(iii) Where the restructure involves the transfer of at least one route to a different postal installation, which is also being restructured with the same implementation date, all route holders and permanent flex employees shall bid by seniority on all routes and permanent flex positions in the affected postal installations.

(c) On the date of implementation of the restructure, all route holders must be in compliance with clause 11.05.

(d) Any route holder or permanent flex employee who, following the application of paragraph 11.06 (b), no longer has a route or permanent flex position, may elect to displace the most junior route holder or the most junior permanent flex employee in the postal installation(s) should his or her seniority allow.

The junior route holder or permanent flex employee, if displaced, shall be either made surplus, if eligible, or may choose to be laid off.

- (e) In postal installations where there are no permanent flex employees, the procedure set out above shall only apply to route holders.

ARTICLE 12

FILLING OF VACANT ROUTES AND PERMANENT FLEX POSITIONS

12.01 Vacant Route or Permanent Flex Position

A route or permanent flex 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 flex 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 Flex Positions

When a route or permanent flex 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 flex 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 23.14, a vacant route or permanent flex position shall be offered, on the basis of seniority, to the qualified rural and suburban mail carriers (including permanent flex) in the installation, including those employees whose names are on the recall list.

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

When the provisions of clause 12.03 have been complied with and a vacant route or permanent flex 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.

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 Flex Position

Prior to filling a vacant route or permanent flex position in accordance with clauses 12.03 and 12.04, the employer shall post a notice advising employees of the vacant route or permanent flex 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 flex 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 flex 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 flex 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 flex 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 flex 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 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 flex 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 Workweek**

- (a) The normal workweek shall not exceed forty (40) hours on average, calculated over a two (2) week period, inclusive of meals and rest periods as applicable. The normal workweek extends from Sunday to Saturday inclusively.
- (b) Each route or assignment shall have a fixed schedule of five (5) days or less, as set by the Corporation, but the daily scheduled hours of work may differ from one day of the workweek to the next. The fixed scheduled hours of work shall not exceed nine (9) hours per day.

13.02 Work Beyond Scheduled Hours

- (a) Where the Corporation deems it necessary, an employee may work beyond their daily scheduled hours.
- (b) Payment for work performed beyond an employee's scheduled hours shall be paid at straight time for all hours worked up to eight (8) hours daily.
- (c) Insofar as possible, work beyond scheduled hours shall be assigned in a manner to maximize work paid at straight time.

13.03 Rest and Meal Periods

- (a) Where an employee works less than five (5) consecutive hours, they shall be scheduled to take a ten (10) minute paid rest period.
- (b) Where an employee works between five (5) and five-point-nine-nine (5.99) consecutive hours, they shall be scheduled to take a thirty (30) minute paid rest period.
- (c) Where an employee works between six (6) and six-point-nine-nine (6.99) consecutive hours, they shall be scheduled to take a ten (10) minute paid rest period and a thirty (30) minute paid meal period.
- (d) Where an employee works between seven (7) and eight (8) consecutive hours, they shall be scheduled to take two (2) ten (10) minute paid rest periods and a thirty (30) minute paid meal period.

13.04 Starting Time

For the purpose of calculating hours worked by employees or determining whether employees are entitled to overtime payments, official starting times are used unless recorded arrival times are later than the official starting times.

13.05 Compensatory Time

At the request of an employee, his or her overtime hours may be converted into compensatory time off rather than being paid.

Compensatory time off will be granted at the written request of the employee and with the approval of the Corporation, provided service standards are maintained and no overtime payments result from granting such time off. Compensatory time must be taken in full day increments. Once the Corporation has approved the leave, it shall not be withdrawn within a five (5) working day period preceding the commencement of the compensatory time off.

At the end of each leave year, an employee shall automatically have all remaining compensatory time 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 leave year up to a maximum of ten (10) days of compensatory time.

In addition to the payout at the end of each leave year, an employee has the option, on written request, as per the rules set out by the Corporation, of having some or all of their compensatory time paid out at any time. Where an employee elects payment under this paragraph, the Corporation shall provide payment within thirty (30) days of the employee's written request.

ARTICLE 14

REPLACEMENTS

14.01 Replacement

Except in circumstances where the Corporation has provided a permanent flex 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 Definition and Entitlement

For the purposes of Article 15, "vacation year" shall be that of the vacation leave schedule starting either the last Sunday in March or the first Sunday in April, as the case may be, and ending fifty-two (52) weeks later.

For the transition period between January 3, 2027 and April 1, 2028, employees shall refer to the terms and conditions as set out in Appendix N.

(a) Employees shall be entitled to three (3) weeks' vacation leave per vacation year without a reduction in actual wages.

(i) Vacation leave shall be earned at a rate of one and one-quarter (1¼) days for each calendar month in which an employee receives pay.

(b) Employees who have completed seven (7) years of continuous employment shall be entitled to four (4) weeks' vacation per

vacation 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.
- (c) Employees who have completed fourteen (14) years of continuous employment shall be entitled to five (5) weeks' vacation per vacation year without a reduction in actual wages.
 - (i) Vacation leave shall be earned at a rate of two and one twelfth ($2\frac{1}{12}$) days for each calendar month in which an employee receives pay.
- (d) Employees who have completed twenty-one (21) years of continuous employment shall be entitled to six (6) weeks' vacation per vacation year without a reduction in actual wages.
 - (i) Vacation leave shall be earned at a rate of two and a half ($2\frac{1}{2}$) days for each calendar month in which an employee receives pay.
- (e) Employees who have completed twenty-eight (28) years of continuous employment shall be entitled to seven (7) weeks' vacation per vacation year without a reduction in actual wages.
 - (i) Vacation leave shall be earned at a rate of two and eleven twelfths ($2\frac{11}{12}$) 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 flex 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 flex employees are employed, a vacation leave schedule for route holders and permanent flex employees shall be established in accordance with clause 15.03. Route holders and permanent flex employees 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 Permanent Flex and/or On Call Relief Employees

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

15.04 Pre-retirement Leave

- (a) In addition to vacation leave provided for under this agreement, a route holder or permanent flex employee who attains fifty (50) years of age and completes twenty (20) years of continuous employment or, attains sixty (60) years of age and completes five (5) years of continuous employment, shall be entitled to be paid a pre-retirement leave of one (1) week without a reduction in actual wages in the calendar year in which he or she becomes eligible for such leave and in every calendar year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.
- (b) An employee may elect to take his or her fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.
- (c) Pre-retirement leave with pay shall be scheduled in one (1) week blocks separate from the scheduling of vacation leave at a time to be determined by the Corporation,

taking into consideration the employee's wishes, seniority and operational requirements.

- (d) It is understood that there shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.
- (e) No employee shall be required or authorized to work during his or her pre-retirement leave.
- (f) When any day scheduled as pre-retirement leave falls on a designated paid holiday, the employee shall be entitled to an alternate day at the end of his or her pre-retirement leave.
- (g) In the event of termination of employment, for reasons other than death or lay-off, the Corporation shall recover from any monies owed to the employee an amount equivalent to pre-retirement leave taken by the employee after the beginning of the calendar year and prior to his or her birthday or anniversary date, whichever is later.
- (h) In the event that an employee exercises his or her right under paragraph (b), the Corporation shall not recover the fifth (5th) or the sixth (6th) week of pre-retirement leave if the Corporation would not otherwise be able to recover the fifth week pursuant to paragraph (g).
- (i) Notwithstanding anything to the contrary above, in postal installations where permanent flex employees or on-call relief employees have not been established, an eligible employee pursuant to paragraph (a), may elect to be paid out and receive their actual wages instead of pre-retirement leave (the "Election").

Notwithstanding Appendix N, the Election shall be made between March 1 and April 14 (the "Election Period"), until all pre-retirement leave has either been utilized, paid out, or any combination thereof. This Election may only be made in respect of pre-retirement leave which the employee was otherwise entitled to take and use on the first day of the Election Period.

Generally, each Election can only result in one (1) week of pre-retirement leave being paid out. However, if the employee would otherwise be eligible, pursuant to paragraph (b), to take two (2) weeks of pre-retirement leave, the employee may elect to be paid out for two (2) weeks of pre-retirement leave.

15.05 Accumulation of Vacation Leave

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

15.06 Displacement of Vacation Leave

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

- (a) granted bereavement leave;
- (b) granted special leave with pay because of illness in the immediate family when the requirements of clause 19.03 are met;
- (c) granted leave under clause 19.04 of this agreement;
- (d) granted leave for the birth or adoption of a child;
- (e) granted injury-on-duty leave;

- (f) granted short term disability benefits under Part C of Article 36; or
- (g) granted quarantine leave under clause 19.09 of this agreement,

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

ARTICLE 16

DESIGNATED HOLIDAYS

16.01 Designated Holidays

The following are the designated paid holidays:

- New Year's Day;
- Good Friday;
- Easter Sunday;
- The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday;
- Canada Day;
- Labour Day;
- National Day for Truth and Reconciliation;
- 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 under clause 16.01 coincides with an employee's rest day, the rest day shall be moved to the first day following the designated holiday on which the employee is entitled to pay or is scheduled to work.

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 Extended Leave of Absence due to Illness or Injury

- (a) Once the thirty (30) weeks of short term disability benefits have elapsed, an employee shall be granted leave without pay for a period of up to five (5) calendar years to cover his or her illness or injury, subject to him or her providing a medical certificate indicating that he or she is unable to return to work due to illness or injury.
- (b) An employee who has been granted leave under paragraph 17.01(a) may be required to have a medical assessment every six (6) months, upon request of the Corporation, in order to determine that the leave of absence is still required, and also, the approximate date of the employee's return to work.

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

Any eligible employee whose disability began on or before December 31, 2018, shall be entitled to the Extended Disability Program.

17.04 Disability Insurance Plan

Until December 31, 2018, employees who have exhausted their benefits under the Extended Disability Program shall be able to access the Disability Insurance Plan on the terms set out below.

Effective January 1, 2019:

- (a) The parties agree that the Disability Insurance Plan shall be available to all employees subject to eligibility requirements set by the plan. An employee is only eligible if his or her date of disability is on or after to January 1, 2016.
- (b) The premium will be paid by employees and the Corporation based upon a fifty (50) - fifty (50) proportion.
- (c) During the life of this collective agreement, the parties may agree to modify the level of benefits provided under the Disability Insurance Plan.
- (d) The Corporation administers the Disability Insurance Plan. However, the payment of benefits under the plan shall be the exclusive responsibility of the insurance carrier. Consequently, the grievance and arbitration procedure contained in Article 9 shall not apply in the case of disagreement between the employee and the insurance

carrier and such disagreements shall be resolved in accordance with Appendix "O".

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 thirteen (13) 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 thirteen (13) 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 sixty-three (63) 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 sixty-three (63) weeks.
- (e) Maternity and parental leave taken by two (2) employees for the care of the same child shall

not exceed a total of seventy-eight (78) 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.

18.07 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

- (a) Subject to operational needs, leave without pay in one (1) or more periods of not less than one (1) month duration to a total maximum of five (5) years during an employee's total period of employment in the Corporation shall be provided for the care and nurturing of pre-school age children.

- (b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of continuous employment for the purpose of calculating vacation leave for the employee involved. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 19

SPECIAL LEAVE

19.01 Marriage Leave

Effective January 1, 2019, after completion of six (6) months' continuous employment, an employee who gives the Corporation at least five (5) calendar days' notice, shall be granted special leave with pay of not more than five (5) days, for the purpose of:

- (a) getting married; or
- (b) engaging in a formal ceremony to have recognition of his or her same sex spousal relationship.

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 (4th) 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

- (a) Effective January 1, 2019, where conditions warrant it, special leave with pay may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, as defined in clause 19.02, prevent his or her reporting for duty. Such leave shall not be unreasonably withheld.
- (b) An employee can only be granted leave with pay under this clause once he or she has exhausted all of his or her Personal Days.

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:

- (a) is required to serve on a jury; or,
- (b) is required to attend as a witness by subpoena or summons or by providing satisfactory proof of having attended as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his or her position;

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

19.05 Examination Leave With Pay

- (a) Examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's normal daily hours. Such leave will only be granted where, in the opinion of the Corporation, the course of study is directly related to the employee's duties or will improve his or her qualifications.
- (b) If an employee's duties include driving a Corporation owned motor vehicle, for which he or she must be licensed other than as a private motor vehicle operator, when his or her license must be renewed, the employee shall be considered as being on-duty status for such time as may be needed to take the necessary tests required by the provincial motor vehicle licensing authority for the purpose of obtaining or validating the required type of license. The cost of the license shall be paid by the employee.

19.06 Career Development Leave

- (a) Career development refers to an activity which, in the opinion of the Corporation, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Corporation;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

(b) Upon written application by the employee, and with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in paragraph 19.06(a). The employee shall receive no compensation under Article 40 during time spent on career development leave provided for in this clause.

(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Corporation may deem appropriate.

19.07 Birth or Adoption Leave

(a) An employee whose spouse is giving birth to a child shall be granted leave with pay up to a maximum of two (2) days. Such leave may be granted on the days before, day of, days after the birth of the child or on the day of the employee's spouse's admission to or discharge from the hospital, or a combination thereof.

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

(c) An employee shall be granted leave under paragraph 19.07 (a) or (b), but not both, in respect of the birth or adoption of any one child.

19.08 Personnel Selection Leave

Where an employee is participating in a personnel selection process for a position within the Corporation, he or she is entitled to leave of absence with pay for the period during which his or her presence is required for purposes of the selection process and for such further period as the Corporation considers reasonable for him or her to travel to and from the place where his or her presence is so required. Such leave will be granted only for those periods the employee is scheduled to be on duty.

19.09 Quarantine Leave

An employee is entitled to leave with pay for days lost due to quarantine where he or she is unable to work, as certified by a qualified medical practitioner.

19.10 Restrictions on Special Leave

No employee shall be granted special leave during any period in which he or she is on leave of absence without pay or under suspension.

19.11 Leave for Traditional Indigenous Practices

- (a) For the purpose of this clause, "Indigenous" has the same meaning as "Aboriginal" under subsection 206.8(4) of the Canada Labour Code.
- (b) An employee who is an Indigenous person and who has completed three (3) consecutive months of continuous employment shall be granted leave without pay of up to five (5) days in every calendar year, to enable the employee to engage in traditional Indigenous practices, including:

- (i) Hunting;
 - (ii) Fishing;
 - (iii) Harvesting; and
 - (iv) Any practice prescribed by regulation to the *Canada Labour Code*.
- (c) The leave of absence may be taken in one or more periods. The Corporation may require that each period of leave be not less than one day's duration.
- (d) The Corporation may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation that shows the employee as an Indigenous person. The employee shall provide that documentation only if it is reasonably practicable for him or her to obtain and provide it.

19.12 Leave for Victims of Family Violence

- (a) For the purposes of this clause, "child" and "parent" have the same meaning as in subsection 206.7(1) of the *Canada Labour Code*.
- (b) An employee who is a victim of family violence or who is the parent of a child who is a victim of family violence shall be granted special leave without pay of up to a maximum of ten (10) days in every calendar year, in order to enable the employee, in respect of such violence:
 - (i) To seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
 - (ii) To obtain services from an organization which provides services to victims of family violence;
 - (iii) To obtain psychological or other professional counselling;

- (iv) To relocate temporarily or permanently;
 - (v) To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
 - (vi) To take any measures prescribed by regulation to the Canada Labour Code.
- (c) If the employee has completed three (3) consecutive months of continuous employment, the employee is entitled to the first five (5) days of the leave with pay.
 - (d) An employee is not entitled to leave under this clause if the employee is charged with an offence related to the act of family violence or if it is probable, considering the circumstances, that the employee committed that act.
 - (e) The leave of absence may be taken in one or more periods. The Corporation may require that each period of leave be of not less than one day's duration.
 - (f) The Corporation may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 20

INJURY-ON-DUTY LEAVE

20.01 Eligibility for Leave

An employee shall be granted injury-on-duty leave at eighty percent (80%) of his or her earnings for the period of time approved by a provincial workers' compensation board that he or she is unable to perform his or her duties because of:

- (a) Personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct; or
- (b) Sickness resulting from the nature of his or her employment; or
- (c) Over-exposure to radioactivity or other hazardous conditions in the course of his or her employment,

if the employee agrees to pay to the Corporation any amount received by him or her for loss of earnings in settlement of any claim he or she may have in respect of such injury, sickness or exposure.

20.02 Permanent Flex Employees - Injury-on-Duty Leave

Subject to the approval of the relevant workers' compensation board, the Corporation will calculate the earnings of permanent flex employees on injury-on-duty leave on the following basis:

- (a) Where the employee has worked for the Corporation for fifty-two (52) weeks or more prior to going on injury-on-duty leave, eighty percent (80%) of his or her average weekly earnings for the fifty-two (52) week period will be used; or
- (b) Where the employee has worked for the Corporation for less than fifty-two (52) weeks prior to going on injury-on-duty leave, eighty percent (80%) of his or her average weekly earnings for his or her period of employment will be used.

20.03 Injury-on-Duty Pending

An employee shall receive eighty percent (80%) of his or her earnings when he or she is incapacitated and unable to report to work as scheduled as a result of an injury that is pending a decision of a 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 62 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) Effective July 1, 2020, employees shall be covered by the Plan.
- (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 June 18, 2026, the 2025 Dental fee schedule shall apply.

Effective January 1, 2027, the 2026 Dental fee schedule shall apply.

Effective January 1, 2028, the 2027 Dental fee schedule shall 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 remain in effect during the term of this agreement.
- (b) The EHCP will be available to eligible route holders and permanent flex 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.

22.05 Post-Retirement Health Care Benefits

- (a) For purposes of this clause, a retiree is a regular employee who has retired from the Corporation and who is in receipt of an unreduced or reduced pension under the Canada Post Corporation Pension Plan.
- (b) Subject to the other provisions of this clause, a retiree who has fifteen (15) years or more of continuous service on the date of retirement shall be covered by the EHCP if he or she elects to receive these benefits within sixty (60) days of retirement or the date on which he or she starts to receive a deferred pension.

If no application to receive the benefits is made, the retiree will not be eligible to be covered by the EHCP. This is a one-time election.
- (c) A retiree with less than fifteen (15) years of continuous service who is totally disabled and in receipt of a disability pension or an unreduced pension pursuant to the Canada Post Corporation Pension Plan shall also be covered by the EHCP if an application is made as provided for in paragraph 22.05(b) above.
- (d) Notwithstanding paragraphs 22.05(b) and (c) above, an employee whose employment is terminated shall not be entitled to the EHCP if he or she defers pension entitlements for more than five (5) years.

- (e) If a retiree who elected for coverage subsequently notifies the carrier that he or she wishes to discontinue coverage under Post-Retirement Health Care, he or she will not be eligible to rejoin the plan at a later date.
- (f) Employees who retire before June 18, 2026, are entitled to the same EHCP in effect on June 18, 2026, including the level of benefits, deductibles and co-insurance, and:
 - (i) The Corporation's contribution to the "Medical" portion of the EHCP (this excludes the Optional Expenses Benefit) shall be sixty-five percent (65%) and the contribution of the retiree shall be thirty-five percent (35%).
- (g) Employees who retire on or after June 18, 2026, are entitled to the same EHCP as active employees, including level of benefits, deductibles and co-insurance, and:
 - (i) The Corporation's contribution to the "Medical" portion of the EHCP (this excludes the Optional Expenses Benefit) shall be sixty-five percent (65%) and the contribution of the retiree shall be thirty-five percent (35%).

22.06 Benefits Eligibility for New Employees

Subject to the terms and conditions of the respective plans, all employees hired on or after June 18, 2026, shall become eligible for benefits (including those described under clauses 17.04, 22.02, 22.03, and 22.04) on the date on which the employee has completed six (6) months of continuous employment as a regular employer.

ARTICLE 23 **JOB SECURITY**

- 23.01** Subject to the provisions of this Article, there shall be no lay-off of any employee after five (5) years of continuous employment.

23.02 When there are more employees than routes or permanent flex positions in an installation, the Corporation shall declare surplus the regular employee with the least seniority in that installation. The employees being declared surplus (hereafter "surplus employee(s)") shall receive a written notice at least ten (10) working days before the date at which he or she becomes surplus.

23.03

(a) Subject to paragraph (b), a surplus employee may be assigned by seniority to a comparable vacant route or comparable permanent flex position in an installation located within a sixty (60) kilometer radius of the installation (hereafter "the zone") where the surplus has been declared. The employee who obtains the route or position must be available to report to his or her new route or position in accordance with paragraph 12.05(a). In this case, the employee will retain the right to return to her or his former installation should a route become vacant.

(b) Notwithstanding clause 12.03, prior to assigning a surplus employee as per paragraph (a), the vacant route or position is offered through bidding by seniority within the installation between employees whose seniority is higher than that of the surplus employee. After the bid is completed, the surplus employee is assigned to the remaining route or position, provided it is a comparable route or position.

(c) For these purposes, when the route or position previously held by the surplus employee was assessed at thirty (30) hours per week or more, the comparable route or position shall be assessed at thirty (30) hours per week or more.

- 23.04** For the purpose of clause 23.03, the employee is deemed to have the appropriate vehicle to do the work of the comparable route or position, until he or she replaces his or her vehicle. In the case where a corporate vehicle was provided before the employee was declared surplus, the Corporation shall continue to provide such vehicle.
- 23.05** An employee who obtains a comparable route or position is no longer surplus.
- 23.06** Where there are no vacant comparable routes or positions within the zone, the surplus employee may be assigned to another vacant route or permanent flex position within the zone. The employee shall then receive the higher of the scheduled hours of their previous route or position, or the scheduled hours and variable allowance of the route or permanent flex position on which they are performing work, until a comparable route or permanent flex position becomes vacant within the zone, to which the employee shall be assigned.
- 23.07** If there is no available route or permanent flex position within the zone, the Corporation may assign the surplus employee to bargaining unit work in postal installations within a fifty (50) kilometer radius of the postal installation in which they worked prior to being made surplus. The employee shall then receive the higher of the scheduled hours of their previous route or position, or the scheduled hours and variable allowance of the route or permanent flex position on which they are performing work.
- 23.08** The Corporation shall provide transportation to an employee assigned under clause 23.07 if he or she is required to move from one postal facility to another to perform their assigned duties.

23.09 A surplus employee may request and obtain a vacant route or permanent flex position outside the zone. In such a case, the corporate relocation policy, as amended from time to time, shall apply. Such employee shall no longer be surplus.

23.10 Where there is more than one surplus employee within the zone, the routes and positions provided for in this Article are offered on the basis of seniority among surplus employees within the zone, notwithstanding provisions of Article 12.

23.11 After consultation with the Union, the Corporation can offer a departure incentive to any employee by order of seniority within the postal installation where the surplus was declared. The Corporation will notify the local of the union of the names of employees to whom an offer is made and a list of the names of employees in seniority order who have indicated interest in the departure incentive program. The Corporation shall also inform the local of the union of the contents of the offers made.

23.12 The maximum duration a surplus employee remains surplus before being laid off shall be twelve (12) months. His or her name shall then be placed on the recall list.

23.13 An employee who refuses an assignment under clauses 23.03, 23.06 or 23.07 shall be laid off and placed on the recall list.

23.14 **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 twenty-four (24) month period following the recording of his or her name on the recall list.

When an employee is laid off, he or she shall have access to the Corporate Supplementary Unemployment Benefits (SUB) Plan, as amended from time to time, if he or she is eligible.

23.15 Notice

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

23.16 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 and Glove

- (a) 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 31st 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.

- (b) Effective October 1, 2019, employees shall receive an annual glove allowance of twenty dollars (\$20.00) payable on October 1 of each year.

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 Entitlement

- (a) The Corporation requires that all employees who have completed the probation period, and are qualified under the collective agreement, wear the uniform that is provided to employees by the Corporation through the allocation of points as set out in paragraph 25.01(c).
- (b)
 - (i) The Corporation shall provide eligible employees with uniforms and protective clothing in accordance with the table reproduced below and in accordance with the conditions as set out in this Article.

- (ii) An employee who has officially notified the Corporation that he or she will be retiring or resigning, will no longer be able to order uniform garments through the points system, ninety (90) calendar days prior to his or her identified retirement or resignation date.

However, if, within the ninety (90) day period, a garment is required to replace a damaged garment already in the employee's possession, a replacement garment will be provided on exchange.

- (c) A credit, in the form of points, is allocated to each eligible employee in the month of October of each year in accordance with the table.
- (d) Employees will be allowed to carry over points, to a maximum carry-over of three (3) times the employees' yearly points allocation. Points in excess of the maximum carry-over will be forfeited.
- (e) An eligible employee may obtain, as per the order cycle, an article of clothing or uniform of his or her choice described in the table if he or she has accumulated the required number of points necessary for such article of clothing.
- (f) An employee who ceases to occupy a position that is entitled to a uniform shall cease to accumulate points.
- (g) New employees who are entitled to receive uniforms will receive their points entitlement in accordance with paragraph 25.01(c).

- (h) An employee is 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.
- (i) 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 Clothing Entitlement

<u>Garment</u>	<u>Point Value</u>	<u>Time Frame</u>	<u>Conditions</u>
Pants/ walking shorts	40	(5 initial for 2-year period) 3 per year	Employee's choice of long pants or walking shorts or combination of both. Male or female.
Baseball caps	8	1 per year	
Tie	8	1 per year	Issued at employee's request.
Borg hat	15	on exchange (3 years)	
Wide brim hat	36	1 every 3 years	
Parka and hood	180	1 every 3 years	
Outer shell	325	on exchange (5 years)	Long or short. Made of breathable, waterproof fabric.
Liner jacket or sleeveless vest	95	1 every 3 years	Liner jacket with long outer shell. Sleeveless vest with short outer shell.
Rain cape	75	on exchange (3 years)	
Scarf/ neckwarmer/ dickie	9	1 every 3 years	
Weather pants	150	on exchange (5 years)	Made of breathable, waterproof fabric.

Oxford/golf shirts	25	(6 initial for 2-year period) 3 per year	Employee's choice of long or short sleeve oxford or golf shirt or combination of garments. Male or female.
Balaclava/ toque/ headband	15	1 every 3 years	
Cardigan	45	1 every 3 years	A cardigan may be used as an outer garment.
Belt/ suspenders	18	on exchange (3 years)	Suspenders are optional to belt issue at employee's request.
Footwear (rubber)	30	on exchange (3 years)	
Aprons	0	on exchange	Available for use to vehicle drivers on request.

Number of points allocated each year to employees: 479

Number of points allocated to new employees:

1st year:	1,359
2nd year:	16
Each subsequent year:	479

Maximum number of points that may be carried-over to the next year:
1,437

Note 1: Pregnant employees who are entitled to maternity wear will have the following options:

- (1) Pregnant employees who are entitled to maternity wear will be allowed to order maternity wear garments from the Canada Post catalogue to a maximum value of two hundred and fifty dollars (\$250); or,

- (2) Pregnant employees who are entitled to receive uniforms shall be reimbursed to a maximum of two hundred and fifty dollars (\$250) for the purchase of maternity wear in approved colours, upon receipt of the bill of sale.

Note 2: The parties agree that any employee who, for medical reasons, cannot wear any of the above issues that have been supplied to him or her, will be provided, upon receipt of a medical certificate, suitable replacement garments by the Corporation. The Corporation reserves the right to have the employee undergo a specialist's examination of the medical problem.

Note 3: At any time during the life of this collective agreement the parties may agree to amendments to Article 25.

Any agreements reached between the parties to amend Article 25 shall receive written approval of the authorized national representatives of the parties.

25.03 Using Up Inventory

Where an issue of clothing or uniforms is being substituted by another item, old stocks will be used up before new items are issued. An employee will become entitled to the new issue on his or her next entitlement date. Where it has been determined the items of old issue are unsuitable from a health and/or safety viewpoint for a particular area, new items will be issued.

25.04 New Employees' Issue

- (a) New employees who are entitled to receive uniforms will be provided with appropriate uniform entitlements as soon as possible. Future issues will be made in accordance with paragraph 25.05.
- (b) When sufficient clothing is not available, the Corporation will be responsible for purchasing sufficient equivalent clothing for the new employee to use for the

temporary period until his or her proper issue is supplied.

25.05 Uniforms and Protective Clothing Orders

The uniform entitlements and protective clothing can be ordered at any time during the year. The supplier must normally send the uniform entitlements and protective clothing thirty (30) working days after the supplier receives the order. The word “normally” in this paragraph means that the deadlines will be met except for reasons beyond the control of the Corporation.

25.06 Early Replacement

Replacements will only be issued for garments from the current issue, which have been used a lesser period of time than indicated in the entitlement schedules, provided it is evident to the employee's immediate supervisor that defective material or workmanship, or accelerated wear which occurred through no fault of the employee, has rendered the garment unsatisfactory for the expected duration period. In certain cases, the Corporation may have the garment repaired in lieu of replacement. The replacement garment will be issued on loan, pending the issue of the next regularly scheduled entitlement.

25.07 Corporation's Property

All items of clothing issued to employees remain the property of the Corporation throughout the designated duration period of the garment. On leaving the service or when no longer entitled to the clothing issue, an employee must return all articles of clothing on which the duration period has not expired, except in the event of death.

25.08 Uniform Standards

An employee who receives any item of uniform and/or protective clothing on an individual basis shall:

- (a) maintain it in a clean, pressed and repaired condition;
- (b) wear his or her uniform and/or protective clothing only while he or she is on duty or travelling between his or her residence and place of duty or when he or she has received permission to wear his or her uniform in a parade;
- (c) not substitute any articles of clothing in lieu of the articles issued by the Corporation.

25.09 Exchange Items

All items of clothing for which replacement on exchange is specified, do not have a definite duration period. Replacements will be issued when the garment becomes unserviceable through normal duty wear.

Where such items are lost or stolen and the Corporation has not supplied lockers or afforded facilities to protect the employee's clothing while on the Corporation's premises, the Corporation will replace the items at no cost to the employee.

Where an article is lost or stolen and the employee has not properly utilized the facilities (including lockers) provided by the Corporation, or has not given an explanation acceptable to management for the loss (including theft) of the item, he or she will be held responsible and will pay for the articles on a pro rata of cost basis.

The employee is solely responsible for such items when away from the Corporation's premises.

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) For on route training, employees shall be paid according to the scheduled hours of the route on which they are trained at the applicable hourly rate, excluding the amount for the vehicle expenses and variable allowance. Training carried out beyond the scheduled hours shall be remunerated according to Article 13 and clause 40.01, as applicable.

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

- (a) There shall be a probation period of three (3) months starting with the first (1st) day of work for any employee hired into an indeterminate position by the Corporation.

- (b) There shall be a probation period of four hundred and eighty (480) hours worked or twelve (12) months, whichever comes first, starting with the first day of work for

employees newly hired into an on call relief position by the Corporation.

- (c) An on call relief employee will not be subject to the terms of paragraph 29.02(a) when they are appointed to a regular position if they have already completed their probation period as per paragraph 29.02(b).

If the on call relief employee has not yet completed the probation period as per paragraph 29.02(b), any portion of their probation period already completed as an on call relief employee shall be counted towards the completion of the probation period mentioned in paragraph 29.02(a).

- (d) During the probation period, the employer may end an employee's employment if it deems that the employee does not meet the requirements of the job.

The decision of the Corporation shall be final unless it is grieved that it was made without just cause. In any arbitration relating to such a grievance, the burden of proof shall rest with 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 Access to 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 an electronic access to a print-ready PDF format of the collective agreement within sixty (60) calendar of its signature.
- (d) The Corporation shall provide a sufficient

number, as determined by the Union, of printed copies of the collective agreement available to the Union and its locals, within ninety (90) calendar days of the signature of the collective agreement.

- (e) The Corporation shall ensure access to a printed copy in all Canada Post facilities.
- (f) The Corporation shall provide a printed copy to employees who have made a request to their Team Leader.
- (g) The Corporation shall print, under paragraph 31.02(f), a number of collective agreements up to but not exceeding forty percent (40%) of the total number of CUPW-RSMC represented employees in each local.

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

RATES

33.01 Rates

- (a) An employee's rate of pay shall be determined as set out per in Appendix "A" paragraph 1.
- (b) An employee's actual wage shall be determined as set out per Appendix "A" paragraph 2.
- (c) 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.
- (d) Any changes to the Canada Revenue Agency's automobile allowance rates shall be applied retroactively to the effective date of change.
- (e) For further clarity, actual wages do not include 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.

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

This clause is suspended until January 31, 2029.

33.07 Bidding Following an Annual Assessment

- (a) If the annual assessment of any route in the office results in the route's scheduled hours being adjusted by plus or minus ten (10) percent, the following process shall apply:

- (i) All route holders in the office and all permanent flex employees in the postal installation shall bid by seniority on all positions in the office and all permanent flex positions in the postal installation.
 - (ii) All annual assessments in the office shall be completed in the same month. Any such bid shall take place in the month following the completion of all annual assessments in the office.
 - (iii) If annual assessments are completed in November or December, the bid shall take place in January of the following calendar year.
- (b) In the application of paragraph (a), it is understood the provisions of clauses 11.06 (c), 11.06 (d), and 11.06 (e) shall apply.

Notwithstanding 33.07(a), a bid shall not be conducted if the restructuring of the office is scheduled to be implemented within the next six (6) months.

ARTICLE 34

DURATION AND REVISION OF THE COLLECTIVE AGREEMENT

34.01 Term of the Collective Agreement

Except where otherwise specified, the terms of this collective agreement are effective and binding on the Corporation and the Union from June 18, 2026 until January 31, 2029.

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.

35.13 Displacement

In order to render effective the principle established in clause 35.02, the Corporation agrees that when an employee is displaced permanently from a working place to another, he or she shall be entitled to a lump sum compensation of four hundred dollars (\$400) or eight hundred dollars (\$800) depending on whether the distance between his or her residence at the time of the transfer and his or her new working place has increased by three point two (3.2) or six point five (6.5) kilometres, (two (2) or four (4) miles), respectively.

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) Effective July 1, 2026, a route holder with a weekly schedule of forty (40) hours will be allocated thirteen (13) Personal Days, expressed in hours, on July 1 of each year.
- Effective July 1, 2026, a route holder with a weekly schedule of less than forty (40) hours and a permanent flex employee will be allocated thirteen (13) Personal Days, expressed in hours on July 1 of each year. The hours will be prorated based on the weekly schedule of the employee on July 1 of the same year, based on a percentage of forty (40) hours per week.
- (b) In the employee's annual allocation, the hours that constitute a Personal Day shall be

calculated based on the employee's total number of regular hours in their weekly schedule divided by five (5).

For greater clarity, the regular weekly hours for a permanent flex employee are twenty (20) hours.

If the work schedule of an employee changes, the remaining annual allocation will be adjusted accordingly on a go forward basis.

- (c) If an individual becomes a route holder or permanent flex employee after July 1 of a given year, his or her Personal Day allocation, on the day of the change, shall be prorated based on the number of days remaining in the period until the following June 30. The hours that constitute a Personal Day shall be calculated on the basis of paragraph 36.02(b).

36.03 Calculating Payment of a Personal Day and Corresponding Annual Allocation Deduction for Route-holders with Weekly Schedules of Less than Forty (40) hours and Permanent Flex Employees

- (a) When a route holder with a weekly schedule of less than forty (40) hours or a permanent flex employee takes a Personal Day for their entire scheduled day, the pay that the employee shall receive for that Personal Day, once taken, shall be determined on the basis of the employee's average daily hours worked, excluding any overtime and any vehicle expense, during the last twenty (20) days worked immediately preceding the leave.

In this case, the hours deducted from the employee's annual allocation shall be the hours that constitute a Personal Day as described in paragraph 36.02(b).

- (b) When a route holder with a weekly schedule of less than forty (40) hours or a permanent flex employee takes a Personal Day for less than their entire scheduled day, the pay that the

employee shall receive for that partial Personal Day, once taken, shall be determined by the calculation in paragraph 36.03(a), adjusted in proportion to the part of the scheduled day taken as leave.

In this case, the hours deducted from the employee's annual allocation shall be the hours that constitute a Personal Day as described in paragraph 36.02(b), adjusted in proportion to the part of the scheduled day taken as leave.

36.04 Annual Payout and Carry-Over

- (a) Effective until June 30, 2026, 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.
- (b) Effective July 1, 2026, on each June 30, an employee:
 - (i) may, on written request, as per the rules set out by the Corporation, elect to carry over to the next period of July 1 to June 30 up to a maximum of five (5) unused Personal Days; and
 - (ii) shall automatically have paid out up to a maximum of seven (7) unused Personal Days.
- (c) Effective July 1, 2026, an employee may not have more than eighteen (18) Personal Days at any one time.
- (d) Any payout of Personal Days under this clause shall be based on the employee's hourly rate of pay as of June 30 of each year. All payouts will be made by September 30 of that year. The payout of unused Personal Days prior to June 30 is not allowed.

36.05 When Employment Ends

- (a) Effective until June 30, 2026, 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.

Effective July 1, 2026, 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, up to a maximum of seven (7) unused Personal Days as of his or her last day of employment shall be paid on a prorated basis.

- (b) 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.

36.06 Usage of Planned and Preapproved Personal Days

- (a) All planned Personal Days must be taken in multiples of two (2) hours, unless taken for the employee's entire scheduled day.
- (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 unless the Personal Day is planned for a reason listed under the *Canada Labour Code*.

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);
 - (iv)** during the qualifying period under the Short Term Disability Program, as set out in Article 36, Part C;
 - (v)** carrying out responsibilities related to the health or care of any of the employee's family members;
 - (vi)** carrying out responsibilities related to the education of any of the employee's family members who are under eighteen (18) years of age;
 - (vii)** organ or tissue donation from the employee;
 - (viii)** medical appointments for the employee during working hours; or
 - (ix)** any other reason prescribed by regulations under the *Canada Labour Code*.
- (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, their actual wages as described in clause 33.01;
- (b)** For permanent flex employees who, on the first date of absence are assigned to cover a known absence of greater than six (6) months, their actual wages as described in clause 33.01 for the route being covered;
- (c)** For permanent flex employees with schedules of work that include a Sunday and/ or Saturday, their hourly rate of pay for the average daily hours of work based on their regular scheduled hours of work.

For all other permanent flex employees, their hourly rate of pay for four (4) hours.
- (d)** In any case, "earnings" shall not include any overtime payments.

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 addiction, 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 and shall be made by a person with appropriate disability management training, based solely on medical reasons.
- (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.
 - (iii) Once the decision is rendered upon the application for unemployment benefits, any recovery of overpaid amounts by the Corporation, as may be the case, shall

- (iv) not exceed ten percent (10%) of the employee's pay in each pay period, until the entire amount is recovered.

(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.
- (i) Except for the purposes of paragraph 36.14(h), and for his or her appointment, only the Case Manager, the Union and the employee may communicate with the independent medical physician.

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.

36.17 Time Limits

Exceptions to the strict enforcement of the time limits in this Article will be considered when the employee has documented cognitive restrictions that:

- (a) on the basis of an objective medical diagnosis, impact on the employee's ability to comply with the process (for example, impairment of comprehension, decision making, judgment etc.) and
- (b) the employee does not have a support network (i.e., family member) authorized to assist the employee throughout the process.

The following language shall replace clauses 36.09 and 36.10 above, shall add to clause 36.11 above, and include new language for clause 36.18, contingent upon regulatory approval by Service Canada of the Corporation's Supplemental Unemployment Benefit (SUB) Plan. If such approval is granted, the changes shall apply only to Short Term Disability claims where the first day of absence related to that claim falls on or after the day the changes have been implemented and come into effect.

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 federal Employment Insurance

Program administrator "EI" and/or to the Disability Management Provider as required under this Article; and

- (iv) in case of an illness or injury related to substance addiction, agree to receive ongoing, active professional treatment deemed appropriate for the condition being treated.

- (c) Approval for short term disability for illness is determined by application to EI as of day eight (8) of the absence, and by the Disability Management Provider as of day twenty-nine (29) of the absence.

Approval for short term disability for a non-work-related accident or injury, or hospitalization shall be determined by the Disability Management Provider as of the first date of absence.

Decisions made by the Disability Management Provider shall be made by a person with appropriate disability management training, based solely on medical reasons.

- (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:

- (i) that extends beyond day twenty-eight (28)

of the absence, and provides the medical information required by the Disability Management Provider before day forty-two (42) of the absence, he or she shall maintain eighty percent (80%) of his or her earnings. If the employee's claim is approved, the employee will be eligible for benefits from day twenty-nine (29) of the absence;

- (ii) that extends beyond day twenty-eight (28) of the absence, and does not provide medical information required by the Disability Management Provider by day forty-two (42) of the absence, 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 day twenty-nine (29) of the absence.

(f) If an employee is absent from work as a result of a non-work related accident or injury, 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 eighty percent (80%) of 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 eighty percent (80%) of 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.

- (g) It is understood that if the employee's claim is denied by the Disability Management Provider, the earnings received by the employee during his or her absence will undergo the applicable reconciliation. In such case, the 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.
- (h) 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; where applicable under this Article;
 - (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 or injury, when medical attention was sought within twenty-four (24) hours of the accident or the injury; or

zero (0) days from when medical attention is sought for a non-work related accident or injury, 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, if an employee's Personal Days have been exhausted the employee may elect to use any available vacation leave or any available compensatory leave to be paid during the qualifying period.
- (e)** Following the qualification period, if applicable:
- (i)** an employee shall receive eighty percent (80%) of his or her earnings for up to week thirty (30) of the absence.
 - (ii)** an employee can use his or her top-up credits, if available, on a minute for minute basis to augment his or her short term

disability benefits to ninety-five percent (95%) of his or her earnings, until week twenty-seven (27) and up to one hundred percent (100 %) for the remaining weeks, up to thirty (30) weeks.

- (f) Should an employee be incapacitated due to illness that extends beyond seven (7) calendar days, a non-work related accident or injury, or hospitalization, the employee shall apply as soon as possible for EI benefits pursuant to the *Employment Insurance Act*.
- (i) If an employee is approved for EI benefits, provides the Corporation the confirmation of approval and the benefit rate, and complies at all times with all rules associated with the receipt of EI benefits, the Corporation shall provide the employee with the difference between the EI benefit rate and eighty percent (80%) of the employee's earnings up to day twenty-eight (28) of the absence, a duration which includes the qualification period.
 - (ii) If an employee demonstrates that he or she applied and provided all information required by EI, but was denied, the Corporation shall provide the employee with eighty percent (80%) of his or her earnings up to day twenty-eight (28) of the absence, a duration which includes the qualification period.
 - (iii) During this period, an employee can use his or her top-up credits, if available, on a minute for minute basis to augment his or her short term disability benefits to ninety-five percent (95%) of his or her earnings.
 - (iv) Once approved for EI benefits, any recovery of duplicate amounts made by the Corporation, as may be the case, shall be recovered at one hundred percent

(100%) of the employee's pay, excluding amounts paid as vehicle expenses, in each pay period, until the entire amount is recovered.

(g)

If the employee does not provide the Corporation the EI decision and benefit rate, if applicable, by day forty-two (42):

- Payments made by the Corporation from day eight (8) of the absence to day twenty-eight (28) of the absence shall be recovered at one hundred percent (100%) of the employee's pay, excluding amounts paid as vehicle expenses, in each pay period, until the entire amount is recovered.
- If the employee provides medical documentation to the Disability Management Provider while pending and/or approved, the employee shall receive twenty-five percent (25%) of his or her earnings for the approved period.
- Once the required EI information is provided to the Corporation, the employee will be retroactively eligible for the applicable benefits.

(h)

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.

- (i) 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 and Subsequent Absences

- (c) Should an employee submit more than two (2) subsequent claims related to illness where the Disability Management provider was not involved within any twelve (12) month period, any such claim must be approved by the Disability Management provider from the first (1st) day of the absence.

SUPPLEMENTAL BENEFITS CREDITS

36.18 Top-Up Credits

Except during the qualifying period, effective July 1, 2026, an employee may, subject to the applicable terms and conditions of this Article, elect to convert and use any unused Personal Days, any available compensatory time or any available vacation leave, as top-up credits.

ARTICLE 37
OTHER LEAVES OF ABSENCE

37.01 Education Leave

- (a) Upon the request of an employee, leave of absence without pay may be granted for educational purposes up to a maximum of three (3) years. Such leave shall not be unreasonably withheld and may be renewed by mutual agreement.
- (i) At the Corporation's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred percent (100%) of his or her annual rate of pay as provided for in Appendix "A" of this agreement, excluding variable allowances and vehicle expense, as applicable, depending on the degree to which the education leave is deemed, by the Corporation, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (ii) Allowances already being received by the employee may, at the discretion of the Corporation be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (iii) As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Corporation for a period of not less than the period of the leave granted.

If the employee:

1. fails to complete the course;
2. does not resume employment with the Corporation on completion of the course; or
3. ceases to be employed before termination of the period he or she has undertaken to serve after completion of the course;

he or she shall repay the Corporation all allowances paid to him or her under this article during the education leave or such lesser sum as shall be determined by the Corporation.

37.02 Leave by Request and Military Leave

- (a) The Corporation may grant leave of absence without pay to a maximum of three (3) months to an employee requesting in writing such leave of absence for good and sufficient cause. Such leave shall not be unreasonably withheld.
- (b) Upon written request, leave of absence without pay shall be granted to an employee for the purpose of military or civil defence training.
- (c) The Corporation may grant leave of absence with pay to an employee who is required to attend to emergencies affecting the community.

37.03 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purpose of calculating vacation leave for the employee

involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

37.04 Sabbatical Leave

The Corporation shall make available to employees Self-Funded Leave as per the Work Options Program, as may be amended from time to time.

37.05 Leave Without Pay for Long-Term Elder Care

- (a) Subject to operational needs, leave without pay in one (1) month or more periods of not less than one (1) month duration to a maximum of five (5) years during an employee's total period of employment in the Corporation shall be provided for the long-term personal care of the employee's parents, including spouse's parents or foster parents.
- (b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of continuous employment for the purpose of calculating vacation leave for the employee involved. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

37.06 Compassionate Care Leave

- (a) For the purpose of this clause, family member means:
 - a spouse of the employee;
 - a child of the employee;
 - a child of the employee's spouse;
 - a parent of the employee;
 - a spouse of a parent of the employee; or
 - any other person who is defined as a

“family member” in the regulations made under the Employment Insurance Act.

- (b) The employee shall be granted leave without pay for a period up to twenty-eight (28) weeks to provide care or support to a family member if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- (c) A leave of absence under this clause may only be taken in periods of not less than one week’s duration.
- (d) The entitlement to leave without pay may be shared by two (2) or more employees of the same family, however, the total amount of leave without pay that may be taken in regard to the same family member is twenty-eight (28) weeks.
- (e) The medical certificate referred to in clause (b) above shall be provided to the Corporation within fifteen (15) days of an employee’s return to work.

ARTICLE 38

COVERAGE OF ABSENCES

38.01 Selection of Assignments for Coverage of Absences

- (a) In postal installations with three (3) or more RSMC routes, the process for coverage of absence assignments shall be in accordance with the terms set out in this Article.
- (b) Notwithstanding the order prescribed by clauses 38.02 and 38.03, permanent flex employees will be given preference to cover vacation leave assignments as per Appendix F.
- (c) In order to receive an assignment under this Article, an employee must be fully qualified and trained to perform all relevant duties of such assignment.

38.02 Coverage of Uncovered Routes

An uncovered route shall be assigned per the

following order:

- (a)** Permanent flex employees in the postal installation who are unassigned and present on site when the coverage is required, by seniority. In any event, the most junior permanent flex employee who is unassigned and present on site when the coverage is required must accept the assignment.
- (b)** If there are no permanent flex employees following the application of paragraph 38.02(a), the assignment may be covered by permanent flex employees outside the postal installation as per Appendix "F".
- (c)** If there are no permanent flex employees following the application of paragraph 38.02(b), the assignment may be covered by an on call relief employee who is unassigned, by ranking order.
- (d)** If there are no on call relief employees following the application of paragraph 38.02(c), the assignment may be covered by route holders in the postal installation by seniority, provided such assignment does not result in overtime after the completion of their own route.
- (e)** If the assignment remains uncovered following the application of paragraph 38.02 (d), overtime may be offered to employees in the postal installation by seniority in order to cover all or a part of the assignment.
- (f)** If the assignment or part of the assignment remains uncovered following the application of paragraph 38.02(e), the assignment or part of the assignment may be covered by other means as deemed appropriate by the Corporation.
- (g)** Notwithstanding the foregoing, if part of a route is uncovered, the Corporation is not obligated to cover that route if, at its sole discretion, it determines the volume level on that route is not sufficient.

38.03 Coverage of Known Absences – Ten (10) Working Days or More

- (a) If an employee is off on a known absence of ten (10) working days or more, inclusive of designated holidays under clause 16.01, the absence shall be assigned as per the following order:
 - (i) Volunteer route holders in the postal installation, by seniority.
 - (ii) The remaining or resulting absence from the application of sub-paragraph 38.03(a)(i) shall be covered by permanent flex employees in the postal installation, by seniority.
 - (iii) Any remaining or resulting absence following the application of sub-paragraph 38.03(a)(ii) may be covered by on call relief employees, by ranking order.
- (b) For as long as the assignment is ongoing, the employee is required to remain on the assignment for the duration of the absence of the employee being replaced. Notwithstanding the above, the Corporation reserves the right to reassign an employee based on operational needs.
- (c) Under the circumstances where an employee has not been given a choice of the assignment, he or she can bid onto another assignment from the first full day where a choice of assignments is made available.
- (d) In the application of paragraph 38.03(a) and notwithstanding the provisions of clause 31.05, for coverage of schedules with a scheduled day on a Sunday or Saturday, "working days" shall include all scheduled days of work.

38.04 Termination of Coverage

- (a) The Corporation may terminate the coverage of an absence by an on call relief employee under clause 38.03 and replace them by a permanent flex employee, should one become available,

provided that:

- (i) the coverage under clause 38.03 continued for at least five (5) working days, and
 - (ii) all affected employees have been given forty-eight (48) hours of advance notice.
- (b) In the application of paragraph 38.04(a), where there is more than one (1) absence being covered by an on call relief employee in a postal installation, and where the Corporation decides to terminate coverage for less than the total number of absences in the postal installation, the assignment on which the coverage is terminated will be chosen in reverse order of ranking of the on call relief employees covering the original or resulting assignment under clause 38.03.

ARTICLE 39

ROUTE VERIFICATION

39.01 Route Verification

- (a) The Corporation recognizes that routes are built based on averages. On days when volumes, climatic, driving and walking conditions are extreme, work beyond scheduled hours, including overtime, may be necessary to complete delivery.

In situations where a route holder is not completing his or her route within their scheduled hours on a regular basis, the RSMC Work Measurement System is to be used solely as a means of establishing whether the source of the problem is related to the workload on a route under normal conditions as opposed to evaluating the employee performing the work.

Further to the above, in situations where a route holder is not completing his or her route within their scheduled hours on a regular basis, the Corporation may perform a route verification. Such verification may be requested by the employee or initiated by the Corporation. The Corporation's findings on the above are to be included in any discussions with the employee and the Union steward, if the employee so

desires.

- (b) An employee may submit a written request for a route verification provided they have, over a period of four (4) consecutive weeks, excluding the month of December, worked five (5) percent above their structured workload. The Corporation shall perform a route verification within three (3) months of this request. Should a volume sampling be required as part of the route verification, the months of July, August and December shall be excluded from this period.
- (c) At the completion of the route verification, the Corporation shall make appropriate and reasonable adjustment(s), as necessary. The new value of the route shall take effect no more than sixty (60) working days following the completion of the route verification. Any changes shall not be applied retroactively. It is understood, however, that no route shall be adjusted below the route's previously set scheduled hours following the completion of a route verification under this Article.

It is further understood that any upward adjustments to a route as a result of an individual route verification shall not trigger a bid within the office or postal installation.
- (d) Employees cannot be counselled for work performance or for showing work beyond scheduled hours or overtime until the provisions of this Article have been applied and copies of the Corporation's findings given to the local union representative. The above procedure does not apply to employees recording work beyond scheduled hours or overtime due to misconduct. It is understood that the employee requesting the route verification will provide the Corporation with the information required to perform the route verification.
- (e) Notwithstanding paragraph 39.01(b), a request for route verification will not be accepted within thirty (30) days following the implementation of a restructure or an employee's initial assignment to a route.
- (f) Notwithstanding paragraph 39.01(b), in lieu of

individual route verifications, the Corporation may elect to perform a route verification as part of a restructuring exercise if the office is scheduled to start a restructure process within the next six (6) months.

- (g) Notwithstanding paragraph 39.01(b), the Corporation may decline to conduct a route verification if the route's annual volume and route assessment is scheduled to take place within three (3) months of the employee submitting a request for a route verification.
- (h) Notwithstanding any of the above, it is understood that nothing in this Article prevents the Corporation from redistributing or reassigning work in a manner to maximize work paid at straight time.

ARTICLE 40

OVERTIME

40.01 Overtime Rates

- (a) The Corporation shall not pay overtime unless it has been specifically authorized or required by a representative of the Corporation.
- (b) Overtime work shall be remunerated at a rate of time and a half (1 ½) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week and at a rate of double time from the third hour of overtime performed on the same day. Notwithstanding the above, the half hour (1/2) paid lunch shall be considered as time worked for the purpose of calculating overtime payments in this article.
 - (i) For employees with at least one day of work scheduled above eight (8) hours, the applicable overtime rates specified above shall only apply to hours worked in excess of their daily scheduled hours.
- (c) Route holders and permanent flex employees shall be paid at the rate of double (2) time for all hours worked on a day of rest.

When an on call relief employee works more than five (5) days in the same week, they shall be paid at the rate of double time for all hours worked on the sixth (6th) and seventh (7th) days of that week.

40.02 Overtime Rest and Meal Periods

- (a) A route holder with a forty (40) hour weekly schedule required to work more than two (2) hours of overtime as described in clause 40.01 shall be reimbursed for a meal allowance in the amount of six dollars and twenty-five cents (\$6.25).
- (b) A route holder with a forty (40) hour weekly schedule who works overtime, as described in clause 40.01 for a known period of two (2) hours immediately following or immediately prior to his or her regular schedule will be given a fifteen (15) minute rest period prior to the termination or at the beginning of his or her regular schedule as applicable. This rest period shall be taken during their working hours and shall therefore be paid at straight time.
- (c) A route holder with a forty (40) hour weekly schedule who works overtime, as described in clause 40.01, for a known period of more than two (2) hours immediately following or immediately prior to his or her regular schedule shall, in addition to the rest period specified in paragraph 40.02(b) be entitled to a rest period of fifteen (15) minutes after the initial two (2) hour period. This rest period will be paid at the applicable rate.

If the overtime worked is three (3) hours or more and he or she is entitled to a meal break under paragraph 40.02(d), the rest period will not be given.
- (d) A route holder with a forty (40) hour weekly schedule who works overtime for a period of three (3) hours or more, immediately prior to or immediately after his or her regular schedule, will be provided a paid meal period of one-half ($\frac{1}{2}$) hour to be paid for at the rate of time and one-half ($1\frac{1}{2}$).

- (e) Where a route holder with a forty (40) hour weekly schedule works overtime prior to and following his or her regular schedule, and his or her total on-duty time is eleven (11) hours or more, he or she shall be entitled to a meal period of one-half ($\frac{1}{2}$) hour paid for at time and one-half ($1\frac{1}{2}$) provided he or she has not received such meal period under the provisions of paragraph 40.02(d).
- (f) The provision of paragraphs 40.02(a) to (e) apply to all other employees when they work overtime in accordance with clause 40.01.

APPENDIX “A”
ACTUAL WAGE CALCULATIONS

1. Hourly Wage Rate and Progression

The hourly wage rates of employees are as follows:

			Annual Wage Increases Calculated as per Appendix A-1			
	2024	2025		2026	2027	2028
Min	\$25.87	\$26.65	Min	\$27.18	To Be Determined	To Be Determined
Yr 1	\$26.84	\$27.65	Yr 1	\$28.20		
Yr 2	\$27.81	\$28.64	Yr 2	\$29.21		
Yr 3	\$28.78	\$29.64	Yr 3	\$30.23		
Yr 4	\$29.42	\$30.30	Yr 4	\$30.91		
Yr 5	\$30.39	\$31.30	Yr 5	\$31.93		
Yr 6	\$31.36	\$32.30	Yr 6	\$32.95		
Yr 7	\$32.33	\$33.30	Yr7	\$33.97		

Wage progression is based on the last date of hire as a route holder or permanent flex 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.

2. Actual Wage

An employee's actual wage is determined by the hourly wage rate referred to above and the variable allowances, as applicable, which may consist of the following:

- Neighbourhood Mail Allowance
- Knowledge Sort and Civic Addressing Allowance
- Special Allowance
- Rest Period Allowance

3. Neighbourhood Mail Allowance

- (a)** An employee's neighbourhood mail allowance is the annualized total of the following amounts:

			Annual Wage Increases Calculated as per Appendix NEW - Wage Increase 2026-28		
Neighborhood Mail Sets	2024	2025	2026	2027	2028
Less than 500 grams	\$ 0.0182	\$ 0.0187	\$ 0.0191	To Be Determined	To Be Determined
Greater than 500 grams and less than 1,000 grams	\$ 0.1215	\$ 0.1251	\$ 0.1276		
From 1,000 to 2,000 grams	\$ 0.1824	\$ 0.1879	\$ 0.1917		

- (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.

Knowledge Sort and Civic Addressing	2024 to 2028
Knowledge Sort	\$0.0570
Civic Addressing	\$0.0570

4. Knowledge Sort and Civic Addressing Allowance

- (a)** 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 the applicable amount in the above table 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) 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 the applicable amount in the above table 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 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. **Special Allowance**

The special allowance that was 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. Rest Period Allowance

For every ten (10) minute paid rest period that an employee is eligible to receive as per clause 13.03, excluding meal periods, a five (5) minute rest period allowance shall be paid as follows:

RSMC

- (i) For the 2024 calendar year – \$2.65 per day;
- (ii) For the 2025 calendar year – \$2.73 per day;
- (iii) For the 2026 calendar year – \$2.78 per day;
- (iv) For the 2027 calendar year – To be determined;
- (v) For the 2028 calendar year – To be determined.

Note for 2026 to 2028: the rest period allowance is calculated as per Appendix A-1.

7. Unstructured Work

Employees performing unstructured work shall be compensated in accordance with their scheduled hours of work at the appropriate rate.

Work beyond scheduled hours will be paid in accordance with Article 13 and clause 40.01, as applicable.

When applicable, the vehicle expense as described under clause 33.01(b) will be paid to employees performing unstructured work.

APPENDIX “A-1”

Wage Increase Calculation Applicable to the Final Three (3) Years of this Collective Agreement

Any reference to wage increases in this Appendix covers increases to activity components and any applicable allowances tied to wages as per Appendix “A” in both the Traditional Model and New Work Content Model.

This Appendix sets out the parties’ agreement regarding wage increases for the following dates:

- January 1, 2026 and
- January 1, 2027 and
- January 1, 2028 (the “Applicable Dates”).

The parties have agreed that the wage increase for each of the Applicable Dates will be equal to the average annual all-items Consumer Price Index (CPI) using the reference periods as defined below:

Date of Wage Increase	CPI Reference Period
January 1 st , 2026	October 1 st , 2024, to September 30 th , 2025
January 1 st , 2027	October 1 st , 2025, to September 30 th , 2026
January 1 st , 2028	October 1 st , 2026, to September 30 th , 2027

The wage increase for the Applicable Date will be calculated as the average of the CPI, as published by Statistics Canada, of the twelve (12) months of the Reference Period outlined above. The calculation will be the same as currently used for the Canada Post Pension Plan benefit increases.

The annual wage increase calculation shall be completed annually for each Applicable Date within thirty (30) days of the final applicable monthly CPI being published by Statistics Canada.

The Corporation will then notify the Union of the applicable annual wage increase, and any other applicable impacts tied to wages, for the Applicable Date. Once verified by the Union, the Corporation will also post updated wage grids on Intrapost and in all postal installations. The parties agree that new collective agreements with the updated wage grids will not be printed.

For clarity, the wage increases reflected in the wage tables at Appendix A for January 1, 2024, to December 31 2024 (6.5%) and January 1, 2025, to December 31 2025 (3%) will remain unchanged regardless of the CPI.

The parties agree that all cost of living allowance (COLA) provisions pursuant to clause 33.06 are suspended until January 31, 2029.

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. Effective July 1, 2020, Canada Post Corporation will pay into the Union Education Fund set out in 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 and one half cents (3.5¢) per hour paid to all employees.

APPENDIX “E”
ON CALL RELIEF EMPLOYEES

1. UTILIZATION

On call relief employees will be utilized in postal installations with three (3) 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. RATE OF PAY

On call relief employees shall be paid at the minimum wage progression level in addition to any applicable allowances as set out in Appendix “A”.

When performing structured work, on call relief employees are paid according to the Schedule “A” of the Mail Transportation and Delivery Agreement of the route being replaced.

When performing unstructured work, on call relief employees are paid according to their assigned scheduled hours of work.

Article 13 and Article 40 may apply with respect to any additional hours worked as appropriate.

Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.

4. QUARTERLY PAYMENT

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. SELECTION OF ASSIGNMENTS

In postal installations with more than one on call relief employee, when assignments are available, they shall be offered to on call relief employees in the order of their ranking dates, provided the on call relief employee is fully qualified and trained to perform all relevant duties of the assignment.

6. 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.

7. WORKWEEK

The workweek extends from Sunday to Saturday inclusively. On call relief employees shall not work more than five (5) days in the workweek, barring exceptional circumstances.

8. VACATION PAY

For on call relief employees with less than five (5) years of continuous employment, vacation pay will accumulate at four (4) percent of actual wages earned between the period of April 1 to March 31.

For on call relief employees with five (5) or more years of continuous employment, vacation pay will accumulate at six (6) percent of actual wages earned between the period of April 1 to March 31.

For on call relief employees with ten (10) or more years of continuous employment, vacation pay will accumulate at eight (8) percent of actual wages earned between the period of April 1 to March 31.

On call relief employees shall receive their vacation pay prior to the last Friday of June of the following vacation year.

9. BOOT ALLOWANCE

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.

10. PAID HOLIDAYS

On call relief employees shall be entitled to receive payment for a designated holiday specified in clause 16.01 on which they do not work. Such payment will be calculated on the basis of 1/20th of the regular wages earned during the two (2) complete pay periods immediately preceding the designated holiday.

11. PROVISIONS OF THE COLLECTIVE AGREEMENT APPLICABLE TO ON CALL RELIEF EMPLOYEES

The collective agreement shall apply to on call relief employees, except for the following provisions: Articles 8, 11, 12.01, 12.02, 12.03, 13.05, 14.01, 14.02, 14.04, 15, 16, 17, 18.07, 19, 22, 23, 24.03, 24.04, 36, 37, 39, Appendices "F", "I".

12. VEHICLES AND EXTRA TRIPS

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.

13. MATERNITY, PARENTAL AND ADOPTION LEAVE WITHOUT PAY

On call relief employees will be entitled to take maternity, parental and adoption leave without pay for the period specified in clauses 18.01 and 18.04 respectively.

14. PERSONAL AND MEDICAL LEAVE

On call relief employees shall be entitled to personal leave and medical leave with pay in accordance with the Canada Labour Code.

The value of a day under this paragraph shall be equivalent to the employee's average daily earnings, exclusive of overtime and any vehicle expense, calculated over the last twenty (20) days worked immediately preceding the absence, within six (6) months from the date of the leave. If fewer than twenty (20) days were worked during that six (6) month period, the calculation shall be based on the days worked within that period.

15. PRIOR AGREEMENTS

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 FLEX EMPLOYEES

1. GENERAL

The Corporation agrees to create and implement the position of permanent flex employee to replace the position of permanent relief employee. As of June 18, 2026, permanent relief employees shall be known as permanent flex employees.

Permanent flex employee positions shall be established in postal installations with twelve (12) or more RSMC routes.

Permanent flex employees may be assigned to cover absences, including vacation leave, perform weekend collection and delivery activities and additional work as deemed appropriate by the Corporation. With the exception of route coverage, any such work may be unstructured.

2. SCHEDULES OF WORK

Permanent flex employees will be assigned a minimum work schedule of twenty (20) hours per week.

When additional work is required, as determined by the Corporation, permanent flex employees can be assigned work to a maximum of forty (40) hours per week.

The workweek extends from Sunday to Saturday inclusively and shall include at least two (2) consecutive days of rest. It is understood that the other five (5) days can either be scheduled or unscheduled days.

Permanent flex employees shall not be forced to work on an unscheduled day, but if the Corporation deems it necessary and the employee elects to work, the employee shall be paid at the regular rate for up to eight (8) hours per day and forty (40) hours per week.

The Corporation may change the schedules provided it has, within a reasonable time before the change, meaningful consultation with representatives of the Union. For greater clarity, the assignment of additional work as per the above does not constitute a change in schedule.

3. VACATION LEAVE COVERAGE

Once the vacation leave schedule is established under clause 15.02 (b), unassigned permanent flex employees in the installation without a scheduled day on a Sunday or Saturday shall be offered vacation leave coverage assignments by seniority.

4. NO WORK AVAILABLE

When there is no work available in their own postal installation, a permanent flex employee can be assigned, on a daily basis, outside their own postal installation.

The postal installation where the permanent flex employee is assigned must be located within a fifty (50) kilometre radius of their own postal installation unless the parties have agreed otherwise.

The travelling time relative to the distance between postal installations is deemed to be time worked for pay purposes.

Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.

For the purpose of this paragraph, the employee is deemed to have the appropriate vehicle to complete the assigned work.

5. RATE OF PAY

Permanent flex employees shall be paid at the applicable hourly rate and any allowances as set out in Appendix "A".

When performing structured work, permanent

flex employees are paid according to the Schedule "A" of the Mail Transportation and Delivery Agreement of the route being replaced.

When performing unstructured work, permanent flex employees are paid according to their assigned scheduled hours of work.

Article 13 and Article 40 may apply with respect to any additional hours worked, as appropriate.

Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.

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

As of September 1, 2020, the Corporation agrees to assume responsibility for replacement of absences recognized under the collective agreement for route holders in postal installations with three (3) 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.** 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 (RHO) 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 RHO and is introducing RHO 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 RHO 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 RHO 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 RHO 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 RHO vehicle after their position is designated as RHO will receive the following one-time special allowance amounts:
 - 1st year: twelve hundred dollars (\$1200) as a lump sum and an additional twelve hundred dollars (\$1200) for the year, both less statutory deductions;
 - 2nd year: six hundred dollars (\$600) lump sum and an additional twelve hundred dollars (\$1200) for the year, both less statutory deductions;
 - 3rd year: twelve hundred dollars (\$1200) for the year, less statutory deductions;
 - 4th year: six hundred dollars (\$600) for the year, less statutory deductions;
 - 5th 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 RHO vehicle.
- (d) Should an employee transfer to another route designated as RHO, 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 RHO 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 RHO 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 RHO. 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 RHO and who opt to utilize a corporate-provided RHO vehicle, as of the date of implementation of RHO 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 RHO, 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 RHO 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 RHO. 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 RHO 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 5th 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.

APPENDIX "M"
JOB RETENTION

1. All work normally performed by employees in the bargaining unit shall continue to be exclusively performed by them.
2. All points of call currently serviced by employees in the bargaining unit shall continue to be served by them.
3. Where the Corporation, having made reasonable efforts, does not have bargaining unit employees available to perform the work provided for at paragraphs 1 and 2, it may, for a reasonable period of time, temporarily assign such work to other persons.
4. All new points of call located within areas currently serviced by employees in the bargaining unit that are not attributed to letter carriers, as defined in Appendix "E" of the Urban collective agreement, shall be served by RSMCs.
5. The parties may agree that work related to any new activity undertaken by the Corporation may be assigned to employees in the bargaining unit, except where such work, due to its nature:
 - a. belongs to another bargaining unit at Canada Post;
or
 - b. is part of supervisory or management functions.

APPENDIX “N”
VACATION LEAVE TRANSITION PERIOD

The following terms shall apply for the period between January 3, 2027 and April 1, 2028 (the "Transition Period"):

1. During the Transition Period, eligible employees shall earn vacation leave at the appropriate rate under clause 15.01.
2. All earned and unused vacation leave during the Transition Period will be paid out to employees who end their employment during the Transition Period.
3. If, at the end of the transition period, an employee's entitlement to vacation leave includes a fractional entitlement, the entitlement shall be increased to the nearest full day.
4. Effective April 2, 2028, the terms set out in Article 15 will apply.
5. For the purposes of pre-retirement leave, the Election Period, as defined in paragraph 15.04(i), shall take place in the following time periods:
 - (a) For the pre-retirement leave year of January 3, 2027 to January 1, 2028:
 - (i) Election Period of December 1, 2026 to January 14, 2027;
 - (b) For the bridge period of January 2, 2028 to April 1, 2028:
 - (i) Election Period of December 1, 2027 to January 14, 2028;
 - (c) For the new vacation leave year of April 2, 2028 to the last Saturday in March or the first Saturday in April 2029:
 - (i) Election Period of March 1, 2028 to April 14, 2028.

6. Notwithstanding paragraph 15.04(a), employees may take one (1) week of pre-retirement leave with pay in each of the time periods outlined in point 5 of this Appendix.
7. For greater clarity, pre-retirement leave entitlements are unchanged and are provided for in accordance with clause 15.04. The purpose of the time periods captured in point 5 of this Appendix is to transition employees to the new vacation year schedule as outlined in paragraph 15.01(a).

Appendix "O"
DISABILITY INSURANCE PLAN
APPEAL PROCESS

A. THE CLAIMS AND APPEAL PROCESS

1. Submitting a Claim

The claim documents will include a release that the employee may sign to authorize a Union representative to represent the employee's interests during the process outlined below and to access the employee's medical information.

2. Disability Claims Adjudicator/Disability Claims Specialist

The claim will be adjudicated and a decision rendered. If the claim is denied, the employee will be notified in writing that the claim is proceeding to the next step.

3. Disability Team Leader

Where the Disability Claims Adjudicator/Disability Claims Specialist denies a claim, it will automatically be sent to a Disability Team Leader within five (5) working days after the Disability Claims Adjudicator/Disability Claims Specialist's decision, without the employee appealing, and without the requirement for additional medical information.

However, the employee may provide additional medical information should the Disability Team Leader deem it appropriate.

The Disability Team Leader will review the case with the applicable Occupational Health Nurse and as the case may be, with the Union representative authorized to represent the employee.

A decision will be rendered within ten (10) working days after receiving the adjudicator's decision. The employee will be notified in writing of the decision.

4. Senior Disability Analyst

In the event that a claim continues to be denied by the Disability Team Leader, the claim will be submitted to a Senior Disability Analyst. New medical information may be required at this stage of the process.

The Senior Disability Analyst will review the case history on file, and any new medical information. The Senior Disability Analyst will issue a final decision within ten (10) working days of receiving the complete file, including any medical information.

The decision of the Senior Disability Analyst is the final decision of the Insurance Carrier. An employee whose claim is denied and who nevertheless deems he or she is entitled to payment of benefits may resort to the courts, but will not have recourse to the grievance procedure under the collective agreement.

B. CASE REVIEW COMMITTEE MEETING

In addition to the appeal process outlined above, where an employee has authorized in writing a Union representative to represent him or her, the Corporation shall ask the appropriate Union representative to participate in person or by telephone, in the monthly and/or quarterly area Case Review

Committee Meetings between the Insurance Carrier and the Occupational Health Nurse group when the employee's case is being discussed.

APPENDIX “P”
COLLECTION AND DELIVERY
OPERATING MODEL

PART I OBJECTIVES

1. The parties agree to work together, in accordance with the terms and conditions set out in this appendix, to identify, conduct and evaluate collection and delivery related projects that may be proposed by either party from time to time, in an effort to address the needs of the Corporation, its employees and its customers.

2. The parties will work together promptly, reasonably and in good faith, in order to achieve the objectives of this appendix.

3. Nothing in this appendix prevents the Corporation from making Collection and Delivery related changes that are not otherwise contrary to the collective agreement, or from otherwise exercising its rights and responsibilities as management.

PART II COLLECTION AND DELIVERY
PROJECTS COMMITTEE

4. The parties shall establish a Collection and Delivery Projects Committee (the “Committee”).

5. The Committee shall:
 - (a) be composed of two (2) Ottawa-based representatives appointed by each party. At least one representative of each party shall be a member of senior management and a senior union representative, respectively;

 - (b) be a national committee based in Ottawa;

 - (c) meet on an as-required basis;

- (d) determine its own processes and procedures;
- (e) carry out the mandates given to it by the parties, in accordance with this appendix.

6. Each party can replace at any time a person that it appointed to the Committee.

7. All decisions of the Committee shall be taken on the basis of a consensus between the representatives of both parties.

8.

(a) The Committee shall meet virtually, unless otherwise agreed to by the parties. When there is a requirement for meetings to be conducted in-person, such meetings shall be held at the Corporation's offices, or such other premises as may be provided by the Corporation. The Corporation shall be responsible for the expenses of the Committee, including the fees and expenses of any technical advisors or other experts or assistants recommended by the Committee and approved by the Corporation. Notwithstanding, each party shall be responsible for the salaries, benefits and all expenses of its own representatives to the Committee.

(b) The Committee may establish national joint work groups for the purpose of carrying out work on projects approved by the Committee at the national level. The Corporation shall be responsible for the expenses, benefits, and salary of members of joint work groups for time spent working on the projects.

9. The Corporation and the Union shall each bear the expenses of their own experts and assistants.

PART III COLLECTION AND DELIVERY
PROJECTS

10. Either party may, at any time, propose a Collection and Delivery related initiative to the Committee. All proposals shall be accompanied by sufficient information to allow the Committee to determine whether a proposed initiative should be considered. The Committee may request further information if it determines that the information provided is insufficient.

11. Where the Committee determines that a proposed initiative should be considered, it shall proceed as soon as possible. To the extent that a project will be commenced, the Committee shall determine the details of the project, including its parameters, duration and evaluation.

12. The Committee may, if needed, establish site work groups and direct their activities. The members of site work groups shall not suffer any loss of salary and benefits as a result of their participation in site work groups.

13. When requested by either party, and prior to the disclosure of any information, the representatives of the other party shall enter into an undertaking to keep confidential and not to disclose any information or proposal of the first party. Failure to provide such an undertaking shall relieve the first party of any obligation to provide information.

14. To the extent that a project may involve the adaptation, change or suspension of collective agreement provisions, the Committee shall identify the provisions of the collective agreement which require adaptation, change or suspension. The parties may then agree to adapt, change or suspend provisions of the collective agreement, as may be necessary to give full effect to the project or the testing phase, and such an agreement is valid only for the duration of the project or of the testing phase; this agreement shall form an integral part of the collective agreement for the duration of the project or the testing phase.

15. Once the results of a project have been reviewed by the Committee, the Committee may make recommendations to the parties. The parties may agree to make permanent changes to the provisions of the collective agreement to ensure the final implementation of the initiative.

PART IV GENERAL

16. The Union may unilaterally submit to the Committee, expenses to a maximum amount of one hundred thousand dollars (\$100,000) if needed, over the term of this collective agreement, provided such expenses are directly related to activities under this appendix. The maximum amount may be revised with the agreement of the Corporation.

APPENDIX "Q"

ISOLATED POST

The provisions of this Appendix shall be effective as of January 1, 2019.

(a) Travel leave

An employee at an isolated post who is proceeding on vacation or leave under Article 36 for his or her illness or injury shall be entitled to travel leave (leave of absence with pay) of three (3) working days or actual travel time, whichever is the lesser, for purposes of travel from his or her post to a point of departure and to return from a point of departure to his or her post.

(b) Transportation Problems

In the case of unavoidable delay due to transportation problems between his or her post and the point of departure or return, the Corporation shall grant additional time in consideration of the circumstances where the employee provides satisfactory proof, which shall be in the form of a letter, a note or other documentation from an authorized officer of an official agency, of such delay.

When it is not possible to obtain such documentation, the supervisor or authorized representative of the Corporation can establish the facts by contacting the authorized officer of the official agency.

(c) Allowance for Work in an Isolated Post

The Corporation shall pay employees working in an isolated post described in Appendix "H" of the collective agreement applicable to the Urban Operations Unit, in accordance with the terms of the August 27, 2019, Minutes of Settlement between the Canada Post Corporation and the Canadian Union of Postal Workers ("Isolated Post Allowance Implementation").

APPENDIX "R"
RURAL AND SUBURBAN MAIL CARRIERS
WORKLOAD MEASUREMENT SYSTEM

1.0 TIME VALUES

1.1 The Manuals of Elemental Time Values and Standards dated October 1, 1984 have been developed in accordance with engineered standards and method study techniques.

1.2 The Tables of Application Values dated October 1, 1984 have been developed in accordance with the Manuals of Elemental Time Values and Standards.

1.3 The Corporation and the Union agree on the Tables of Application Values dated October 1, 1984 as they apply to the Rural and Suburban Mail Carriers Work Measurement System.

1.4 Actual values are agreed to, and the heretofore practice of "rounding off" of both time values and the average daily volumes has been eliminated, in order to assess the proper value to the function.

1.5 Should the introduction of new application time values be required as a result of the introduction of new standards or new procedures, such implementation will be subject to paragraph 2.0 hereafter.

2.0 STANDARDS

2.1

(a) Prior to the introduction of changes referred to in paragraph 1.5 above, to the established Standards, consultation will be held with the national representatives of the Union who will have received prior to consultation, a copy of the Standards including an elemental breakdown of the job when applicable.

(b) Should either party at the national level feel that a newly established or an existing standard needs to be revised, the matter will be subject to consultation at the national level.

- (c) In the application of paragraph (b) above, an existing standard shall only be modified when an adjustment of a minimum of plus or minus five percent (5%) is required.

2.2 In the event that the matter has not been resolved to the satisfaction of the parties after meaningful consultation, a grievance may be filed by either party and submitted directly to the following formal arbitration process. The burden of proof on an error or need for adjustment on a standard shall be on the party that files the grievance

2.3

- (a) Within three (3) months of the signing of the collective agreement, the parties agree to jointly select and appoint three (3) technical arbitrators. These arbitrators must be engineers who shall be experts in the engineering standards system being used by the Corporation at the time of the joint selection. Each party is limited to providing a maximum of three (3) nominees. If the parties are unable to agree on the choice of arbitrators within the time period provided above, either party can request that the Minister of Labour appoint the arbitrator(s).
- (b) If the parties are unable to agree on the choice of arbitrators within the time period provided for in paragraph 2.3(a) and are waiting for the Minister to appoint one or more arbitrators and a grievance concerning a proposed standard has been referred to arbitration under this Appendix, the standard proposed by the Corporation shall be applied until such time as an arbitrator is appointed and renders his or her decision.
- (c) The selected arbitrator shall be chosen in rotation from the list established pursuant to paragraph 2.3(a), provided that the arbitrator is available to hear the parties and render a decision within the time limits provided for in this Appendix
- (d) The fees and expenses of the arbitrator shall be shared equally by the parties.
- (e) The arbitrator shall hear both parties with regard to their disagreements on operation(s), sub-

operation(s), method steps, sequence models and frequencies (to be referred herein as “Component Parts of the Standards”) as applied by the relevant engineering standards system.

- (f) In rendering his or her decision, the arbitrator’s jurisdiction shall be limited to those disagreements referenced in paragraph 2.3(e). The arbitrator shall have no authority to change or modify the work method determined by the Corporation nor any part of the Rural and Suburban Mail Carriers Work Measurement System (RSMCWMS) and applicable manuals
- (g) The arbitrator shall be seized of the grievance within thirty (30) days of the grievance being filed.
- (h) The arbitrator’s decision shall be rendered in writing within six (6) months of the grievance being filed and must include any applicable references to manuals and source documents.
- (i) Should the arbitrator be unable to render his or her decision within the six (6)-month period, referred to in paragraph 2.3(h), the arbitrator shall summarily determine a reasonable interim standard based on the Corporation’s proposed standard and the submissions already provided by both parties. This interim standard shall be used until such time as the arbitrator renders his or her decision.
- (j) If the arbitrator’s decision concerns revisions to an existing standard, the revised standard shall be considered a final standard.
- (k) If the arbitrator’s decision concerns a newly established standard, it shall be considered an interim standard that shall be subject to a validation process, as provided in paragraph 2.5.

2.4 Within ninety (90) days of the signing of the collective agreement, the parties shall develop a generic process (the “framework process”) for validating the newly established standards.

If the development of the framework process is not completed within the ninety (90)-day period referred to above, the parties shall choose an arbitrator in rotation from the list

established pursuant to paragraph 2.3(a) and refer the issue to him or her for determination.

2.5 The joint validation of a newly established standard shall be governed by the framework process referred to in paragraph 2.4. The joint validation process shall be developed by the parties and shall validate and correct, if necessary, the component parts of the standard. The development and completion of the validation process shall not exceed six (6) months, unless otherwise agreed to by the parties.

2.6 Thirty (30) days after the end of the process referred to in paragraph 2.5, the interim standards shall be deemed to be final standards, unless either party has referred unresolved proposed changes to the interim standards to the arbitrator initially seized of the grievance.

2.7 Notwithstanding that a proposed final standard may be in dispute, the interim standard shall continue to apply until the arbitrator determines the final standard to be applied.

2.8 The introduction of an interim or final standard through agreement of the parties or resulting from an arbitration award will only be used for subsequent route assessments.

2.9 The parties shall have the right to be represented by "professionals" in the field of "worked standards", either at the consultation or arbitration process.

2.10 Any resultant change in a standard shall be incorporated into the Manuals of Elemental Time Values and Standards and the Tables of Application both dated October 1, 1984.

2.11 Changes to the Rural and Suburban Mail Carriers Work Measurement System will not be made without national consultation with the Union.

APPENDIX “S”
RURAL AND SUBURBAN MAIL CARRIER
WORKLOAD MEASUREMENT SYSTEM MANUAL

June 18, 2026

François Senneville
Lead Negotiator
Canadian Union of Postal Workers
377 Bank Street
OTTAWA ON K2P 1Y3

Mr. Senneville,

The Corporation is prepared to agree to the following with respect to the Rural and Suburban Mail Carriers Workload Measurement System (RSMCWMS) manual:

Part 1 Changes to the RSMCWMS manual

1. Where the Corporation is considering making a change to the RSMCWMS manual and this change may impact on the employees' workload, it shall inform the Union in writing.

2. The Union may propose that changes be made to the RSMCWMS manual where these changes are justified because of:
 - (a) the introduction by the Corporation of new work methods, or changes in existing work methods, which impact on the employees' workload;

 - (b) the introduction by the Corporation of a new product or service, which impacts on the employees' workload.

In these situations, the Union shall notify the Corporation in writing.

Paragraphs 12 (a), (b), (c) and (d) shall not apply.

3. The notices referred to in paragraphs 1 and 2 will contain the following information, where appropriate:

- (a) a description of the proposed changes to the RSMCWMS manual identifying, as the case may be, the chapters and paragraphs of the manual affected;
- (b) the reason for the changes.

4. If the parties agree to the changes proposed in the notices under paragraphs 1 and 2, the changes may be implemented immediately.

If there is no agreement following a maximum consultation period of thirty (30) calendar days, the matter may be referred by either party to an arbitrator in accordance with Part 3.

Part 2 New Products or Services

5. The Corporation may introduce a new product or service before the changes to the RSMCWMS manual are established permanently, provided that:

- (a) the Union has received a prior notice of a minimum of thirty (30) calendar days;
- (b) reasonable interim changes to the RSMCWMS manual have been agreed upon or determined by the Corporation and are actually used in the implementation of the new product or service.

6. If the new product or service is maintained, a notice under paragraph 1 must be given within six (6) months of the notice described in paragraph 5. The permanent change to the RSMCWMS manual shall be

established in accordance with the provisions of Part 1 as applicable.

Part 3 Arbitration

7. If no agreement is reached at the expiry of the time limits mentioned in paragraph 4, the dispute may be referred to arbitration by either party by written notice to the arbitrator and to the other party.

8. Subject to paragraph 13(c), the arbitrator shall be chosen in rotation from the list established pursuant to paragraph 19, provided that the arbitrator is available to hear the parties and render a decision within the time limits provided in this letter.

9. The arbitrator shall hear the parties as soon as possible.

In order to assist the arbitrator in rendering his or her decision as soon as possible, the parties and their counsel or representatives shall make themselves available at any time the arbitrator deems necessary.

10. The arbitrator must hear the case thoroughly before rendering a decision on a preliminary objection unless he or she can dispose of this objection at once.

11. The burden of proof shall rest with the party proposing the change.

12. An arbitrator seized of a dispute pertaining to the issues covered by Part 1 shall determine if the proposed changes are justified. If the change is for one or more of the reasons set out in (a) to (d) below, it shall be deemed justified:

(a) When a new work method is introduced or when a change in work methods has occurred or is being considered;

- (b) when an error or omission has been made in regards to the RSMCWMS manual;
- (c) when a new product or service is introduced;
- (d) when another more accurate or equally accurate and more efficient means of measuring the workload is introduced and it is fair and equitable based on the average experienced employee actually performing the work in the manner prescribed by the Corporation.

Where the proposed change is for reasons other than those set out in points (a) to (d) above, the arbitrator will determine if the change is justified.

- 13. (a) The arbitrator shall then, in accordance with generally accepted industrial engineering practices for work study and production planning, determine if the proposed changes to the manuals will allow the workload of an average experienced employee working at a normal pace and actually performing the work, in the manner prescribed by the Corporation, to be correctly established.
- (b) If the arbitrator determines that the proposed changes will not allow the workload to be correctly established, he or she shall determine the appropriate changes to be made to the manuals. The arbitrator shall make such determination in accordance with generally accepted industrial engineering practices for work study and production planning.
- (c) The Corporation may, prior to or immediately following a decision of the arbitrator:

- withdraw or modify a Corporation proposed change to the manuals;
- withdraw the new work method or the change to an existing work method;
- modify the new work method or the change to an existing work method;
- withdraw the introduction of a new product or service or modify such product or service.

In case of a withdrawal by the Corporation, resulting in a situation in which there is no longer an impact on the employees' workload, the arbitrator shall be without jurisdiction to continue. If, however, a decision has already been rendered it shall be advisory only, the Corporation shall be under no obligation to implement it and the Union shall take no steps to enforce it.

In the case of a modification by the Corporation, that results in a situation where there are still impacts on the employees' workload, the arbitrator shall continue to hear the case on the basis of the new situation resulting from the Corporation's decision. If a decision has already been reached, any dispute concerning a change to the manuals resulting from the decision of the Corporation, shall be referred to the same arbitrator.

The Union may also, prior to the decision of the arbitrator, withdraw or modify a Union's proposed change to the manuals. In the event of the Union's withdrawal, the arbitrator shall be without jurisdiction to continue.

14. The arbitrator shall decide the questions under paragraphs 12 and 13 at the same time.

15. In the case of a new product or service, the arbitrator may remain seized of the dispute and postpone his or her decision to a subsequent date. This will permit the arbitrator to obtain additional evidence, if he or she believes that he or she does not have enough information to decide on a change to the RSMCWMS manual.

16. An arbitrator seized of a dispute under this letter does not have the jurisdiction to render a decision on the deletion, addition or modification of duties or how the duties are performed.

17. The arbitrator shall render a final decision within ninety (90) calendar days of the referral to arbitration. To this end, the arbitrator has full liberty to order the parties to proceed with arbitration hearings at any time he or she deems necessary.

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

Part 4 General

19. Within thirty (30) calendar days of the signing of the collective agreement, the parties shall consult to establish a list of three (3) arbitrators who shall be knowledgeable and qualified in the field of work study and production planning techniques. If the parties are unable to agree, the arbitrators shall be selected by the Chairperson of the Canada Industrial Relations Board.

20. This letter shall not prevent the Corporation from implementing route restructures.

21. This letter will remain in effect from the date of signing of the collective agreement to January 31, 2029.

A handwritten signature in blue ink, appearing to read "Annie Samson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Annie Samson
Lead Negotiator

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

Rob Sinclair
Chief Negotiator

LETTER 2

June 18, 2026

François Senneville
Lead Negotiator
Canadian Union of Postal Workers
377 Bank Street OTTAWA ON K2P 1Y3

Re: On Call Relief Employee Groupings

Dear Mr. Senneville,

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 thirty (30) 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 manager.

Sincerely,



Annie Samson
Lead Negotiator

LETTER 3

June 18, 2026

François Senneville
Lead Negotiator
Canadian Union of Postal Workers
377 Bank Street
OTTAWA ON K2P1Y3

Re: Criteria and Formula for Determining Route Structure

Dear Mr. Senneville:

The parties agree that once an Office or Component, as defined in 11.06(a), has been restructured under the new RSMC Workload Measurement System (RSMCWMS), routes shall be structured as follows:

- Routes shall have either a guaranteed schedule of forty (40) hours per week or no minimum scheduled hours per week.
- In any event, routes shall not be structured for more than forty (40) hours per week.

The following criteria shall be used in determining the establishment of routes:

Offices/Components with ten (10) or more routes following a restructure exercise.	• Each Office/Component shall have at least three (3) routes without a minimum number of scheduled hours per week. • The number of routes in the Office/Component with a guaranteed schedule of forty (40) hours per week
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	shall be determined by: 1) subtracting the three (3) routes referenced above from the total number of routes in the Office/Component; 2) multiplying the result obtained in 1) by 80%; and 3) rounding the result obtained in 2) to the closest whole number. • The number of routes in the Office/Component without a guaranteed schedule of forty (40) hours per week shall be equal to the difference between the total number of routes in the Office/Component and the number of routes with a guaranteed schedule, as calculated above. This is inclusive of
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	the three (3) routes initially identified.
Offices/Components with less than ten (10) routes following a restructure exercise.	• Routes shall not maintain a minimum number of scheduled hours per week.

* Notwithstanding the above, insofar as practicable, the Corporation shall structure routes to maximize and maintain an eight (8) hour daily schedule.

Sincerely,



Annie Samson
Lead Negotiator