



Convention collective
visant les factrices et facteurs
ruraux et suburbains

conclue entre la

Société canadienne
des postes

et le

Syndicat des travailleurs et
travailleuses des postes

Date d'expiration : le 31 décembre 2021



CPC/CUPW-RSMC Expiry Date: December 31, 2021

SCP/STTP-FFRS Date d'expiration : le 31 décembre 2021



Expires: December 31, 2021

Collective Agreement
for Rural and
Suburban Mail Carriers

between

Canada Post Corporation

and the

Canadian Union
of Postal Workers



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

**EXPIRES: DECEMBER 31,
2021**

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	
PURPOSE OF COLLECTIVE AGREEMENT	
1.01 Purpose	1
ARTICLE 2	
MANAGEMENT RIGHTS	
2.01 Rights	1
ARTICLE 3	
RECOGNITION	
3.01 Sole and Exclusive Bargaining Agent	1
3.02 Access to Facilities	2
ARTICLE 4	
UNION DUES	
4.01 Dues	2
4.02 Setting of Dues	3
4.03 Dues Begin Immediately	3
4.04 Remit Dues the Next Month	3
4.05 Corporation's Liability on Check-Off	3
4.06 Additional Information	4
4.07 Compulsory Membership	4
4.08 T4 Slips	4
ARTICLE 5	
DISCRIMINATION	
5.01 Discrimination	5

ARTICLE 6

COMMUNICATIONS

6.01	Information Essential to the Union	5
6.02	Notification of the Union	5
6.03	New Employees	6
6.04	List of Installations	6
6.05	Correspondence	7
6.06	Electronic Version	7

ARTICLE 7

UNION-MANAGEMENT MEETINGS

7.01	Principle	7
7.02	Level of Consultation	7
7.03	Consultation Meetings	7
7.04	Minutes	8
7.05	Representatives	8
7.06	Attendance	8
7.07	Local Agreements	8
7.08	Grievance Procedure Separate	9

ARTICLE 8

SENIORITY

8.01	Continuous Employment	9
8.02	Seniority	9
8.03	Period Prior to 2004	9
8.04	On Call Relief Employees	10
8.05	Use of Seniority	10
8.06	Posting and Updating of Seniority Lists	11
8.07	Accumulation of Seniority	11

ARTICLE 9

GRIEVANCE AND ARBITRATION

9.01	Definitions	12
9.02	Right of Employees to Complain	12
9.03	Representatives	13

9.04	Recognition of Union Stewards	13
9.05	Presentation of Grievances	14
9.06	Time Limits on Grievances	14
9.07	Description of the Grievance	15
9.08	Right to Present a Policy Grievance	15
9.09	Grievance Meetings	16
9.10 - 9.11		
	Reply to Grievance	16
9.12	Reference to Arbitration	16
9.13 - 9.15		
	Sole Arbitrator	17-18
9.16	Hearing Dates	18
9.17	Location of the Sittings and the Language of Arbitration	19
9.18 - 9.19		
	Arbitration Procedures	19-20
9.20 - 9.23		
	Formal Arbitration Procedure	20
9.24 - 9.27		
	Regular Arbitration Procedure	21
9.28	Grievances Held in Abeyance	21
9.29	Grievances of the Corporation	22
9.30	Translation	22

ARTICLE 10

DISCHARGE AND DISCIPLINE

10.01	Just Cause	22
10.02	Personal File	23
10.03	Access to Personal File	23
10.04	Interviews	24
10.05	Right to Representation	24
10.06	Termination of Employment	24

ARTICLE 11

ROUTE CHANGES

11.01	Maintain Existing Routes	25
11.02	Annual Pay Adjustments	25

11.03	Restructuring of Routes	25
11.04	Information to the Union	26
11.05	Operational Requirements	27
11.06	Assignment and Bidding Following a Restructure	28-31

ARTICLE 12

FILLING OF VACANT ROUTES AND PERMANENT RELIEF POSITIONS

12.01	Vacant Route or Permanent Relief Position	32
12.02	Merging Routes	32
12.03	Filling of Vacant Routes and Permanent Relief Positions	32
12.04	Vacant Routes or Permanent Relief Positions Filled by On Call Relief Employees	33
12.05	Move to a New Installation	33
12.06	Notice of Vacant Route and Permanent Relief Position	34
12.07	Application	34
12.08	External Hiring Process	35
12.09	Definition of Qualified	35

ARTICLE 13

HOURS OF WORK

13.01	Normal Workday and Workweek	36
13.02	Adjustments and Interim Measures	36
13.03	Additional Work	37
13.04	Overtime	37

ARTICLE 14

REPLACEMENTS

14.01	Replacement	37
14.02	Contract Amount	38
14.03	Notification of Absence	38
14.04	Training Allowance	38

ARTICLE 15**VACATION LEAVE**

15.01	Entitlement to Vacation Leave	39
15.02	Vacation Leave Period	40
15.03	Vacation Bidding in Postal Installations with Relief Employees	41
15.04	Pre-retirement Leave	41

ARTICLE 16**DESIGNATED HOLIDAYS**

16.01	Designated Holidays	44
16.02	Replacement of a Designated Holiday	44
16.03	Work on a Designated Holiday	45

ARTICLE 17**DISABILITY PROGRAMS**

17.01	Extended Leave of Absence due to Illness or Injury	45
17.02	Notifying the Corporation	46
17.03	Extended Disability Program	56
17.04	Disability Insurance Plan	46

ARTICLE 18**PARENTAL RIGHTS**

18.01	Maternity Leave	47
18.02	Maternity Leave Allowance Eligibility	48
18.03	Rate of Maternity Leave Allowance	49
18.04	Parental Leave	50
18.05	Adoption Leave Allowance Eligibility	51
18.06	Rate of Adoption Leave Allowance	52

ARTICLE 19**SPECIAL LEAVE**

19.01	Marriage Leave	53
-------	----------------	----

19.02	Bereavement Leave	53
19.03	Leave for Other Reasons	54
19.04	Court Leave	54
19.05	Examination Leave With Pay	55
19.06	Career Development Leave	56
19.07	Birth or Adoption Leave	57
19.08	Personnel Selection Leave	57
19.09	Quarantine Leave	58
19.10	Restrictions on Special Leave	58

ARTICLE 20

INJURY-ON-DUTY LEAVE

20.01	Injury-On-Duty	58
20.02	Permanent Relief Employees – Injury-on-Duty Leave	59
20.03	Injury-on-Duty Pending	60

ARTICLE 21

LEAVE FOR UNION BUSINESS

21.01	Full-time Union Officers	61
21.02	Convention Delegates and Union Representatives	61
21.03	Union Representatives	62
21.04	Reimbursement by the Union	62

ARTICLE 22

PENSION PLAN AND BENEFIT PLANS

22.01	Pension Plan	63
22.02	Hearing and Vision Plan	64
22.03	Dental Plan	64
22.04	Extended Health Care Plan (EHCP)	65
22.05	Post-Retirement Health Care Benefits	66
22.06	Provincial Medical Insurance Plan	69

ARTICLE 23

JOB SECURITY

23.01 – 23.13	70
23.14 Recall Rights	74
23.15 Notice	74
23.16 Maintaining Seniority	74

ARTICLE 24
HEALTH AND SAFETY

24.01 General	74
24.02 Wages Maintained	75
24.03 Boot and Glove	75
24.04 Pregnant Employees	75
24.05 Restrictions on Lifting	76

ARTICLE 25

UNIFORMS

25.01 Uniforms	77
25.02 Uniform Points Entitlement	78

ARTICLE 26
TRAINING

26.01 Training	79
----------------	----

ARTICLE 27
JOB DESCRIPTIONS

27.01 Job Descriptions	80
------------------------	----

ARTICLE 28
WORK IN THE BARGAINING UNIT

28.01 Work in the Bargaining Unit	80
-----------------------------------	----

ARTICLE 29
STATUS OF EMPLOYEES

29.01	Definition	81
29.02	Probation	81

ARTICLE 30

SECURITY OF THE MAIL AND TRACKING/ LOCALIZATION

30.01-30.02		
	Tracking or Localization	81-82
30.03	Utilization as Evidence	82

ARTICLE 31

GENERAL

31.01	Bulletin Boards	82
31.02	Copies of the Collective Agreement	82
31.03	Plural or Singular Terms May Apply	83
31.04	Subtitles	83
31.05	Definition of "Working Day"	83
31.06	Common-Law Spouse	83
31.07	Physical Facilities for Employees	84

ARTICLE 32

VEHICLES

32.01	Type of Vehicle	84
32.02	Insurance	85

ARTICLE 33

WAGES

33.01	Wages	85
33.02	Adjustments	86
33.03	Payment of Wages	86
33.04	Change of Route	86
33.05	Recovery of Overpayment	87
33.06	Cost of Living Allowance (C.O.L.A)	87

ARTICLE 34**DURATION AND REVISION OF THE
COLLECTIVE AGREEMENT**

34.01	Term of the Collective Agreement	90
34.02	Changes to the Collective Agreement	90
34.03	Extension of Collective Agreement	90

ARTICLE 35**TECHNOLOGICAL CHANGES**

35.01	Definitions	90
35.02	Adverse Effects to be Eliminated	91
35.03	Notice	91
35.04	Pertinent Information Included	91
35.05	Bargaining on Changes	92
35.06	Agreement	91
35.07	Dispute	92
35.08	Right to Grieve and to Refer Grievance to Arbitration	93
35.09	Appointment of the Arbitrator	93
35.10	Time Limits and Decisions of the Arbitrator	93
35.11	Application of the Collective Agreement	94
35.12	Transitional Provision	94
35.13	Displacement	95

ARTICLE 36**PERSONAL DAYS AND SHORT TERM DISABILITY
PROGRAM**

36.01	Notification to Corporation of Absence	95
36.02	Annual Allocation	96
36.03	Reconciliation of Annual Allotment of Personal Days	97
36.04	Annual Payout and Carry-Over	98
36.05	When Employment Ends	99
36.06	Usage of Planned and Preapproved Personal Days	101
36.07	Usage of Urgent Personal Days	101

36.08	Earnings	102
36.09	Eligibility and Approval	103
36.10	Short Term Disability Benefits	106
36.11	Recurrences	109
36.12	Appeal Process	109
36.13	First Level Appeal	110
36.14	Final Appeal	110
36.15	Grievance Procedure	112
36.16	Short Term Disability Program	112
36.17	Time Limits	113
 APPENDIX “A”		 114
ACTUAL WAGE CALCULATIONS		
 APPENDIX “B”		
NOTICE OF CHANGE IN UNION AFFILIATION OR STATUS CHANGE		130
 APPENDIX “C”		
HUMAN RIGHTS TRAINING		131
 APPENDIX “D”		
UNION EDUCATION FUND		132
 APPENDIX “E”		
ON CALL RELIEF EMPLOYEES		133
 APPENDIX “F”		
PERMANENT RELIEF EMPLOYEES		136
 APPENDIX “G”		
ACCOMMODATION		137
 APPENDIX “H”		
ABSENCE COVERAGE		138
 APPENDIX “I”		
CORPORATE TEAM INCENTIVE		139

APPENDIX “J”	
CHILD CARE FUND CONTRIBUTIONS	140
APPENDIX “K”	
MEMORANDUM OF AGREEMENT REGARDING THE INTRODUCTION OF RIGHT HAND DRIVE VEHICLES	141
APPENDIX “L”	
PROCEDURE FOR THE REVIEW OF SENIORITY DATES	147
APPENDIX “M”	
JOB RETENTION	149
APPENDIX “N”	
MEASURING WORK CONTENT, WORKLOAD AND APPROPRIATE PAY METHODS	150
APPENDIX “O”	
DISABILITY INSURANCE PLAN APPEAL PROCESS	154
APPENDIX “P”	
CLOTHING ENTITLEMENT	157
APPENDIX “Q”	166
ISOLATED POST	
LETTER 1	
ROUTES IN EXCESS OF SIXTY (60) HOURS AND ROUTE GROWTH	168
LETTER 4	
ON CALL RELIEF GROUPINGS	169

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

6.04 List of Installations

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

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

6.05 Correspondence

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

6.06 Electronic Version

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

ARTICLE 7

UNION-MANAGEMENT MEETINGS

7.01 Principle

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

7.02 Level of Consultation

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

7.03 Consultation Meetings

When a party requests a consultation meeting on a given issue, the other party shall accept and agree on a date and time. A location shall be mutually agreed to by the parties. Premises will be provided by the Corporation.

7.04 Minutes

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

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

7.05 Representatives

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

7.06 Attendance

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

7.07 Local Agreements

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

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

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

7.08 Grievance Procedure Separate

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

ARTICLE 8

SENIORITY

8.01 Continuous Employment

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

8.02 Seniority

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

8.03 Period Prior to 2004

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

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

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

8.04 On Call Relief Employees

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

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

8.05 Use of Seniority

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

8.06 Posting and Updating of Seniority Lists

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

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

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

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

8.07 Accumulation of Seniority

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

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

ARTICLE 9

GRIEVANCE AND ARBITRATION

9.01 Definitions

In this article:

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

9.02 Right of Employees to Complain

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

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

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

9.03 Representatives

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

9.04 Recognition of Union Stewards

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

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

9.05 Presentation of Grievances

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

- (a) enter on the grievance and the copies the date on which the grievance was received;
- (b) provide the Union representative with a copy of the grievance;
- (c) forward the grievance to the representative of the Corporation authorized to reply to the grievance.
- (d) The Corporation agrees to distribute to the Union copies of the grievances submitted and copies of its reply in the following manner:

 3rd copy to the national office of the Union;

 4th copy to the regional office of the Union;

 5th copy to the local office of the Union;

 6th copy to the employee on behalf of whom the grievance has been submitted.

9.06 Time Limits on Grievances

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

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

9.07 Description of the Grievance

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

9.08 Right to Present a Policy Grievance

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

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

9.09 Grievance Meetings

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

9.10 Reply to Grievance

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

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

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

9.12 Reference to Arbitration

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

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

9.13 Sole Arbitrator

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

ATLANTIC PROVINCES

Susan Ashley
James Oakley

PROVINCE OF QUEBEC AND NUNAVUT

Jean-Guy Ménard
Denis Nadeau
François Hamelin
Serge Brault

PROVINCE OF ONTARIO

Kathleen O'Neil
Barry Stephens
Susan Stewart

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

Arne Peltz
William Hamilton
John Moreau

PROVINCE OF BRITISH COLUMBIA, AND THE YUKON

James Dorsey
Colin Taylor

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

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

NATIONAL LIST OF ARBITRATORS

Susan Stewart
Jules Bloch
Serge Brault

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

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

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

9.16 Hearing Dates

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

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

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

9.17 Location of the Sitzings and the Language of Arbitration

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

9.18 Arbitration Procedures

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

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

9.20 Formal Arbitration Procedure

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

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

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

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

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

9.24 Regular Arbitration Procedure

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

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

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

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

9.28 Grievances Held in Abeyance

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

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

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

9.29 Grievances of the Corporation

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

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

9.30 Translation

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

ARTICLE 10

DISCHARGE AND DISCIPLINE

10.01 Just Cause

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

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

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

10.02 Personal File

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

10.03 Access to Personal File

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

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

10.04 Interviews

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

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

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

10.05 Right to Representation

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

10.06 Termination of Employment

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

ARTICLE 11

ROUTE CHANGES

11.01 Maintain Existing Routes

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

11.02 Annual Pay Adjustments

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

11.03 Restructuring of Routes

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

Effective from (and including) July 4, 2019:

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.

Effective from (and including) July 4, 2019, until (and including) June 10, 2020:

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

Effective from (and including) June 11, 2020:

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) or (ii) 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.

- | | |
|------------|---|
| | <p>(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 relief employees in the postal installation shall bid by seniority on all positions in the Component and all permanent relief positions in the postal installation.</p> |
| <p>(c)</p> | <p>On the date of implementation of the restructure, all route holders must be in compliance with clause 11.05.</p> |
| <p>(d)</p> | <p>Any route holder or permanent relief employee who, following the application of paragraph 11.06 (b), no longer has a route or permanent relief position, may elect to displace the most junior route holder or the most junior permanent relief employee in the postal installation should his or her seniority allow.</p> <p>The junior route holder or permanent relief employee, if displaced, shall be either made surplus, if eligible, or may choose to be laid off.</p> |
| <p>(e)</p> | <p>In postal installations where there are no permanent relief employees, the procedure set out above shall only apply to route holders.</p> |

ARTICLE 12**FILLING OF VACANT ROUTES AND
PERMANENT RELIEF POSITIONS****12.01 Vacant Route or Permanent Relief Position**

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

12.02 Merging Routes

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

Effective from (and including) June 11, 2020:

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

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

In those situations where a recall list has been established for the installation in accordance with clause 23.14, a vacant route or permanent relief position shall be offered, on the basis of seniority, to the qualified rural and suburban mail carriers (including permanent relief) in the

installation, including those employees whose names are on the recall list.

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

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

12.05 Move to a New Installation

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

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

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

12.06 Notice of Vacant Route and Permanent Relief Position

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

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

12.07 Application

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

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

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

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

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

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

12.08 External Hiring Process

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

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

12.09 Definition of Qualified

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

ARTICLE 13**HOURS OF WORK****13.01 Normal Workday and Workweek**

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

Effective from (and including) June 11, 2020:

13.02 Adjustments and Interim Measures

- (a) Any employee whose average workweek on his or her own route exceeds forty (40) hours during any period of two (2) consecutive weeks must advise the Corporation so that it may correct the situation in accordance with Article 11.
- (b) Until the Corporation has reduced the average workweek to an average of forty (40) hours:
 - (i) the Corporation shall pay the employee the difference between the actual number of hours worked by the employee each week and 40 hours, at the appropriate derived hourly rate multiplied by 1.5; and
 - (ii) the Corporation, where practicable, shall provide assistance to perform the work in

	excess of forty (40) hours per week.
(c)	The employee providing the assistance described in clause 13.02(b)(ii) shall be compensated at the appropriate derived hourly rate of pay.

13.03 Additional Work

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

13.04 Overtime

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

ARTICLE 14

REPLACEMENTS

14.01 Replacement

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

Barring exceptional circumstances, such replacement shall meet security requirements.

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

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

14.02 Contract Amount

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

14.03 Notification of Absence

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

14.04 Training Allowance

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

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

ARTICLE 15

VACATION LEAVE

Effective from (and including) January 1, 2019:

15.01 Entitlement to Vacation Leave

- (a) Employees shall be entitled to three (3) weeks' vacation leave per calendar year without a reduction in actual wages.
 - (i) Vacation leave shall be earned at a rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month in which an employee receives pay.
- (b) Employees who have completed seven (7) years of continuous employment shall be entitled to four (4) weeks' vacation leave per calendar year without a reduction in actual wages.
 - (i) Vacation leave shall be earned at a rate of one and two-thirds ($1\frac{2}{3}$) days for each calendar month in which an employee receives pay.
- (c) Employees who have completed fourteen (14) years of continuous employment shall be entitled to five (5) weeks' vacation leave per calendar 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 leave per calendar year without a reduction in actual wages.

<div style="padding-left: 40px;">(i) Vacation leave shall be earned at a rate of two and a half (2 ½) days for each calendar month in which an employee receives pay.</div> |
| (e) | Employees who have completed twenty-eight (28) years of continuous employment shall be entitled to seven (7) weeks' vacation leave per calendar year without a reduction in actual wages.

<div style="padding-left: 40px;">(i) Vacation leave shall be earned at a rate of two and eleven twelfths (2 11/12) days for each calendar month in which an employee receives pay.</div> |

15.02 Vacation Leave Period

- (a)** Except in postal installations where on call relief employees or permanent relief employees have been established, employees may take their vacation leave when they choose, but must provide advance notice to the Corporation.
- (b)** In postal installations where on call relief employees or permanent relief employees are employed, a vacation leave schedule for route holders and permanent relief shall be established in accordance with clause 15.03.

Route holders and permanent relief shall make their choice by seniority and shall be allowed to bid for only two (2) consecutive weeks of leave in the first round bidding.

15.03 Vacation Bidding in Postal Installations with Relief Employees

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

15.04 Pre-retirement Leave

Effective January 1, 2019:

- (a) In addition to vacation leave provided for under this agreement, a route holder or permanent relief 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 relief 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").

The Election shall be made between December 1 and January 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.

ARTICLE 16

DESIGNATED HOLIDAYS

16.01 Designated Holidays

The following are the designated paid holidays:

- New Year's Day;
- Good Friday;
- Easter Monday;
- The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday;
- Canada Day;
- Labour Day;
- Thanksgiving Day;
- Remembrance Day;
- Christmas Day;
- Boxing Day;
- One additional day in each year that in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed.

16.02 Replacement of a Designated Holiday

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

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

16.03 Work on a Designated Holiday

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

ARTICLE 17

DISABILITY PROGRAMS

Effective from (and including) July 1, 2019:

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.

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.

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

Effective January 1, 2019, 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.

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

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

19.05 Examination Leave With Pay

Effective January 1, 2019

- (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

Effective January 1, 2019

- (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 19.07(a). The employee shall receive no compensation under clauses 13.02 (Adjustments and Interim Measures) and 13.04 (Overtime) 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

Effective January 1, 2019

- (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

Effective January 1, 2019, 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

Effective January 1, 2019

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

Effective January 1, 2019, 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.

ARTICLE 20

INJURY-ON-DUTY LEAVE

Effective from (and including) May 31, 2020:

20.01 Eligibility for Leave

An employee shall be granted injury-on-duty leave at seventy-five percent (75%) 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 Relief Employees – Injury-on-Duty Leave

Subject to the approval of the relevant workers' compensation board, the Corporation will calculate the earnings of permanent relief 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, seventy-five percent (75%) 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, 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 seventy percent (70%) 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

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.

Effective from (and including) July 1, 2019:

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 January 1, 2019, the 2018 dental fee schedule will apply.

Effective January 1, 2020, the 2019 dental fee schedule will apply.

Effective January 1, 2021, the 2020 dental fee schedule will apply.

- | | |
|-----|---|
| (f) | During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the dental plan. |
|-----|---|

22.04 Extended Health Care Plan (EHCP)

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

Effective until (and including) June 10, 2020:

22.05 Post-Retirement Health Care Benefits

- (a) For the purposes of this clause, a retiree is a route holder or permanent relief 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, or an annual allowance or an immediate annuity under the *Public Service Superannuation Act*.
- (b) Subject to the other provisions of this clause, a retiree who on their date of retirement had fifteen (15) years or more of continuous service accumulated since January 1, 2016, 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 who is totally disabled, whose date of disability is on or after January 1, 2016, and who is in receipt of a disability pension or an unreduced pension pursuant to the Canada Post Pension Plan or the *Public Service Superannuation Act* shall also be covered by the EHCP if an application is made as provided for in paragraph (b) above.

- (d) Notwithstanding paragraphs (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 Benefits, he or she will not be eligible to rejoin the plan at a later date.
- (f) Eligible retirees, pursuant to paragraphs (b) and (c), are entitled to the same EHCP benefits as active employees, 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%).

Effective from (and including) June 11, 2020:

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) | <p>Employees who retire are entitled to the same EHCP as active employees, including the level of benefits, deductibles and co-insurance, and:</p> <ul style="list-style-type: none"> (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**Provincial Medical Insurance Plan**

Effective January 1, 2019, the Corporation agrees to contribute to the Provincial Medical Insurance Plan Premium in British Columbia at the rate of seventy percent (70%) of the provincial medical premium.

Effective from (and including) June 11, 2020:

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 relief 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 relief position in an installation located within a seventy-five (75) 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 relief position within the zone. The employee shall then receive the higher of the Appendix "A" activity component of their previous route or position, or the Appendix "A" activity component and variable allowance of the route or permanent relief position on which they are performing work, until a comparable route or permanent relief position becomes vacant within the zone, to which the employee shall be assigned. |
| 23.07 | If there is no available route or permanent relief 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 Appendix "A" activity component of the route or position they held prior to being made surplus or the Appendix "A" activity component and variable allowance of the route or permanent relief 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 relief 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 twelve (12) month period following the recording of his or her name on the recall list.

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**

Effective from (and including) July 25, 2019:

25.01 Uniforms

- (a)** The Corporation requires that all permanent relief employees and route holders who are scheduled at least twelve (12) hours per week, and are qualified under the collective agreement, wear the uniform that is provided to the employee by the Corporation through the allocation of points as set out in paragraph (b).
- (b)** An employee required to wear a uniform will be provided credits, in the form of points, which will be allocated to the employee. Allocation will occur in the first full month after an employee becomes eligible and in each subsequent January, in accordance with the table in clause 25.02. An employee will use his or her points to obtain the required uniform.
- (c)** Employees will be permitted to carry-over a maximum of eight hundred and fifty-five (855) points each entitlement year. Unused points in excess of the maximum carry-over will be forfeited as of December 31st of the entitlement year.
- (d)** 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.

- | | |
|------------|---|
| (e) | Employees required to wear the corporate provided uniform must comply with the Corporation's Dress Code for Uniformed Employees Policy and the Dress Code, as may be amended. |
|------------|---|

25.02 Uniform Points Entitlement

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

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

Number of points allocated to employees eligible to a uniform:

1 st year:	855
2 nd year:	107
Each subsequent year:	332

ARTICLE 26

TRAINING

26.01 Training

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

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

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

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

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

(i) Three (3) of the five (5) days of paid training for new employees will involve on-the-job training with peer trainers. The Corporation will solicit input from the local Union Representative(s) regarding peer trainer selection.

(ii) Two (2) of the five (5) days of paid training for new employees will be in-classroom or self-study.

(iii) For on route training, employees shall receive the Appendix "A" activity values of the route on which they are trained, excluding the amount for the vehicle expenses and variable allowance.

(iv) For training other than on route training, employees shall be paid one hundred and thirty-five dollars (\$135) per day.

ARTICLE 27

JOB DESCRIPTIONS

27.01 Job Descriptions

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

ARTICLE 28

WORK IN THE BARGAINING UNIT

28.01 Work in the Bargaining Unit

- (a) An employee in the bargaining unit will not be required to perform work outside the bargaining unit.
- (b) An employee of the Corporation outside the bargaining unit shall not perform work normally done by employees in the bargaining unit, except for the purpose of training or to prevent

or recover from operational disruptions resulting from circumstances beyond the control of the Corporation.

ARTICLE 29

STATUS OF EMPLOYEES

29.01 Definition

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

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

29.02 Probation

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

ARTICLE 30

SECURITY OF THE MAIL AND TRACKING/LOCALIZATION

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

30.02 Tracking or Localization

Geo-Positioning Systems (GPS) or other tracking or localization technology shall not be used to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

30.03 Utilization as Evidence

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

ARTICLE 31

GENERAL

31.01 Bulletin Boards

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

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

31.02 Copies of the Collective Agreement

- (a) The Corporation agrees that the Union will be given the opportunity to review the make-up of the collective agreement as it pertains to the proposed format, colour, size and style of type and the index prior to printing.

- (b) The Corporation shall reproduce this collective agreement in both the French and the English languages. Both texts shall be regarded as official.
- (c) The Corporation shall provide each employee with a copy of the collective agreement within ninety (90) days of its signature.
- (d) The Corporation shall have a sufficient number of copies of the collective agreement available to the Union and its locals.

31.03 Plural or Singular Terms May Apply

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

31.04 Subtitles

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

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

31.05 Definition of “Working Day”

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

31.06 Common-Law Spouse

For the purpose of this collective agreement and the benefits it provides for, including insurance plans, a *“common-law spouse”* relationship is said to exist when, for

a continuous period of at least one (1) year, or less if a child is born of the relationship, an employee has lived with a person, represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse, and the word “*spouse*” includes a “*common-law spouse*”.

31.07 Physical Facilities for Employees

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

ARTICLE 32

VEHICLES

32.01 Type of Vehicle

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

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

while the employee retains the route for which the vehicle was required.

32.02 Insurance

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

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

ARTICLE 33

WAGES

33.01 Wages

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

be determined based on the number of kilometres established by the Corporation for the route.

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

33.02 Adjustments

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

33.03 Payment of Wages

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

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

33.04 Change of Route

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

33.05 Recovery of Overpayment

When an employee has been overpaid, through no fault of his or her own, and the overpayment is in excess of fifty dollars (\$50.00), the paying office will, before recovery action is implemented, advise in writing the employee of the intention to recover the overpayment. Recovery will not exceed ten percent (10%) of the employee's pay, excluding amounts paid as vehicle expenses, each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered in full from final pay.

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

- (a) Effective January 1, 2020, the cost of living allowance based on the Consumer Price Index (C.P.I.), Canada, all items (2002=100) shall be paid quarterly as defined below to each route holder and permanent relief employee in accordance with the following:
 - (i) For the period extending from January 1, 2020 to December 31, 2021, the quarters referred to above are as follows:
 - January 1, 2020 to March, 2020
 - April 1, 2020 to June 30, 2020
 - July 1, 2020 to September 30, 2020,
 - October 1, 2020 to December 31, 2020,
 - January 1, 2021 to March 31, 2021,
 - April 1, 2021 to June 30, 2021,

July 1, 2021 to September 30, 2021,

October 1, 2021 to December 31, 2021.

- (ii) The allowance will be paid on a basis of zero point zero three seven five percent (0.0375%) of the activity component paid for each full zero point zero five zero four (0.0504) of a point increase in the C.P.I. above the adjusted index which is five point three three percent (5.33 %) greater than the C.P.I. Index published for December 2019.
- (iii) For the period extending from January 1, 2020 to December 31, 2021, the first payment shall become effective when the C.P.I. reaches the adjusted index as defined in sub-paragraph 33.06(a)(ii). For the first payment, the Index published at the end of a quarter shall be compared with the adjusted index and the payment will be effective from the first of the month for which the published Index exceeds the adjusted index and paid in accordance with subparagraph 33.06(a)(ii) on the activity component paid between the first of the month for which the published Index exceeds the adjusted index and the end of the quarter.
- (iv) For the payments provided for in the remaining quarters, the amount of the allowance is to be determined by comparing the published C.P.I. for the last month of the quarter to the adjusted index as defined in sub- paragraph 33.06(a)(ii). If the C.P.I. still exceeds the

adjusted index, the allowance is paid in accordance with sub-paragraph 33.06(a)(ii) on the activity component paid during the appropriate quarter.

- (b)** Any allowance paid under paragraph 33.06(a) shall not be incorporated into the activity component.
- (c)** All payments shall be made as a lump sum and paid in arrears as set out in paragraph 33.06(a). Any allowance paid shall not affect any premium rates or superannuation, but shall be included in computing pay for statutory holidays and paid leave.
- (d)** No adjustment, retroactive or otherwise, shall be made as a result of any revision by way of correction which subsequently may be made to the Index by Statistics Canada.
- (e)** In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the allowance, such change will be the subject of discussion by the parties prior to amending the above terms of reference.

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 11, 2020 until December 31, 2021.

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.

Effective from (and including) September 20, 2018:

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) On the first day of January 2016, employees shall become entitled to a maximum of seven (7) Personal Days as per the Short Term Disability Program Policies and Procedures document.
- (b) For the period between January 1 and June 30, 2017, each employee shall receive a maximum of five (5) Personal Days on January 1, 2017.
- (c) For the period between July 1, 2017 and June 30, 2018, each employee shall receive a maximum of five (5) Personal Days on July 1, 2017.
- (d) Employees who receive Personal Days on July 1, 2017, shall be paid the equivalent of half (0.5) of a Personal Day. The aforementioned payment shall occur no later than September 30, 2018 and the calculation shall be in accordance with the practices relating to the payout of prorated Personal Days.
- (e) Effective July 1, 2018, employees shall become entitled to a maximum of seven (7) Personal Days, on July 1 of each year.

- (f) For the year ending on December 31, 2016, if an individual becomes a route holder or permanent relief employee part way through the fiscal year, his or her Personal Day allocation, on the day of the change, shall be prorated based on the number of days in the fiscal year.

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

Effective July 1, 2017, if an individual becomes a route holder or permanent relief employee part way through the period between July 1 and June 30, 2018, his or her Personal Day allocation, on the day of the change, shall be prorated based on the number of days in this period.

36.03 Reconciliation of Annual Allotment of Personal Days

- (a) In a month where a route holder or permanent relief employee does not receive pay for a minimum of one (1) calendar day his or her annual allotment of Personal Days shall be reconciled to reduce the allotment of personal days for that month.
- (b) If as a result of such a reconciliation, an employee has a negative Personal Days balance at the end of the month, the recovery of the value of the excess Personal Days used

shall be recovered in accordance with clause 33.05.

36.04 Annual Payout and Carry-Over

- (a) For the year ending on December 31, 2016, at the end of the fiscal year, an employee shall automatically have all remaining Personal Days paid out unless, on written request, as per the rules set out by the Corporation, he or she elects to carry over to the next fiscal year up to a maximum of five (5) unused Personal Days.
- (b) Effective January 1, 2017, on each June 30, an employee shall automatically have all remaining Personal Days paid out unless, on written request, as per the rules set out by the Corporation, he or she elects to carry over to the next period of July 1 to June 30 up to a maximum of five (5) unused Personal Days.
- (c) For the year ending on December 31, 2016, payout of remaining Personal Days shall be based on the following:
 - (i) for route holders, the activity component and the variable allowance of the route held as of the last day of the fiscal year for each remaining Personal Day;
 - (ii) for permanent relief employees, the amount of ninety dollars (\$90.00) for each remaining Personal Day.
- (d) All payouts will be made by March 31, 2017. The payout of unused Personal Days prior to December 31, 2016 is not allowed.

- (e) For the period between January 1, 2017 and June 30, 2017, payout of remaining Personal Days shall be based on the following:
 - (i) for route holders, the activity component and the variable allowance of the route held as of June 30, 2017 for each remaining Personal Day;
 - (ii) for permanent relief employees, the amount of ninety dollars (\$90.00) for each remaining Personal Day.
- (f) All payouts will be made by September 30, 2017. The payout of the unused Personal Days prior to June 30, 2017 is not allowed.
- (g) Effective July 1, 2017, payout of remaining Personal Days shall be based on the following:
 - (i) for route holders, the activity component and the variable allowance of the route held as of June 30 of each year for each remaining Personal Day;
 - (ii) for permanent relief employees, the amount of ninety dollars (\$90.00) for each remaining Personal Day.
- (h) All payouts will be made by September 30 of that year. The payout of the unused Personal Days prior to June 30 is not allowed.
- (i) An employee may not have more than twelve (12) Personal Days at any one time.

36.05 When Employment Ends

- (a) For the year ending on December 31, 2016, when an employee leaves the Corporation

during the fiscal year for any reason, other than the termination of his or her employment by the Corporation, any unused Personal Days as of his or her last day of employment shall be paid on a prorated basis.

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

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

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

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

Effective July 1, 2017, when an employee leaves the Corporation during the July 1 to

June 30 period for any reason and has used more Personal Days than he or she was entitled to, the value of excess Personal Days of the employee shall be recovered.

- (c) Payment and recovery of Personal Days under paragraphs (a) and (b) above shall be based on the following:
 - (i) for route holders, the activity component and the variable allowance of the route held on the last day of employment for each Personal Day;
 - (ii) for permanent relief employees, the amount of ninety dollars (\$90.00) for each Personal Day.

36.06 Usage of Planned and Preapproved Personal Days

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

36.07 Usage of Urgent Personal Days

- (a) Urgent Personal Days must be taken for the following purposes:
 - (i) illness;
 - (ii) emergency;

- (iii) in circumstances not directly attributable to the employee, including but not limited to, illness in his or her immediate family as defined in paragraph 19.02(a); or
- (iv) during the qualifying period under the Short Term Disability Program, as set out in Part C.

(b) For urgent Personal Days, an employee shall complete and furnish the Corporation with the necessary leave of absence forms as soon as possible after the commencement of the absence.

(C) **SHORT TERM DISABILITY PROGRAM**

36.08 Earnings

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

- (a) For route holders, the activity values and variable allowance as defined under Appendix "A";
- (b) For permanent relief employees who, on the first date of absence are assigned to cover a known absence of greater than six (6) months under paragraph 1 (b) of Appendix "F", the activity values and variable allowance as defined under Appendix "A" of the route being covered;
- (c) For all other permanent relief employees, ninety dollars (\$90.00) per day.

36.09 Eligibility and Approval

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

Effective from (and including) June 11, 2020:

- (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.

Effective from (and including) June 11, 2020:

- (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.

Effective from (and including) June 11, 2020:

- (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 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.

Effective from (and including) June 11, 2020:

- (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.

Effective from (and including) June 11, 2020:

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.

Effective until (and including) June 10, 2020:

APPENDIX “A”

1. An employee's actual wage is determined by the activity component specified in paragraph 2, the variable activities specified in paragraph 3, variable allowance specified in paragraph 4, the knowledge sort and civic addressing allowance specified in paragraph 5, and the rest period allowance specified in paragraph 9.

2. **Activity Component**

A route's activity component is the annualized total of the following completed activities and their corresponding values, subject to the appropriate progression percentage set out in paragraph 10.

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

Activity Values				
Sortation Values	Jan. 1 2016 to Jan. 31 2016	Feb. 1 2016 to Dec. 31 2016	Jan. 1 2017 to Jan. 31 2017	Feb. 1 2017 to Dec. 31 2017
Residential Sort	\$0.1081	\$0.1092	\$0.1092	\$0.1108
Residential Sort - Sequenced			\$0.0874	\$0.0887
Farm Sort	\$0.1081	\$0.1092	\$0.1092	\$0.1108
Farm Sort - Sequenced			\$0.0874	\$0.0887

AMS Business Sort	\$0.3460	\$0.3495	\$0.3495	\$0.3547
AMS Business Sort - Sequenced			\$0.2796	\$0.2837
Apartment Sort	\$0.0735	\$0.0743	\$0.0743	\$0.0754
Apartment Sort - Sequenced			\$0.0612	\$0.0621
Business Direct Sort	\$0.3460	\$0.3495	\$0.3495	\$0.3547
Business Direct Sort - Sequenced			\$0.2796	\$0.2837
Sortation Caller	\$0.3460	\$0.3495	\$0.3495	\$0.3547
Sortation Caller - Sequenced			\$0.2796	\$0.2837
Delivery Values				
RMB	\$0.1211	\$0.1223	\$0.1223	\$0.1241
RMB - RRD	\$0.1600	\$0.1616	\$0.1616	\$0.1640
RMB - RHD	\$0.0735	\$0.0743	\$0.0743	\$0.0754
CMB	\$0.0606	\$0.0612	\$0.0612	\$0.0621
GMB	\$0.0735	\$0.0743	\$0.0743	\$0.0754
Kiosks	\$0.0649	\$0.0655	\$0.0655	\$0.0665
High POC CMB sites			\$0.0699	\$0.0709

LBA	\$0.0822	\$0.0830	\$0.0830	\$0.0842
Parcel Locker Clearance			\$0.1966	\$0.1995
Business Counter	\$0.2811	\$0.2839	\$0.2839	\$0.2882
Business Exterior			\$0.2184	\$0.2217
Business Special			\$3.2763	\$3.3250
RPO	\$1.2543	\$1.2668		
RPO Clearance/Other			\$1.7473	\$1.7733
RPO Drop			\$1.2668	\$1.2857
SLB clearance	\$1.2543	\$1.2668	\$1.2668	\$1.2857
Pickup	\$1.2543	\$1.2668		
Pickup Street Level			\$1.5289	\$1.5517
Pickup Other			\$2.4026	\$2.4383
Delivery Stops	\$0.1038	\$0.1048	\$0.1048	\$0.1064
Drive Time/KM (POC/KM)				
50km/hr - 9.9 or less POC/KM	\$0.5190	\$0.5242	\$0.5242	\$0.5320
40km/hr - 10 to 24.9 POC/KM	\$0.6488	\$0.6553	\$0.6553	\$0.6650
30km/hr - 25 to 49.9 POC/KM			\$0.8737	\$0.8867

20km/hr - 50 or more POC/KM			\$1.3105	\$1.3300
-----------------------------	--	--	----------	----------

- (i) The following activity values shall be in effect as of January 1, 2017: Parcel Locker Clearance, RPO Clearance/Other, RPO Drop, Pickup Street Level and Drive time 30 km/hr, and 20 km/hr.
- (ii) Sequenced activity values shall apply following the implementation of a restructure, where applicable.

3. **Variable Activities**

An employee's variable activities is the annualized total of the following completed variable activities and their corresponding values, subject to the appropriate progression percentage set out in paragraph 10.

Variable Activities				
	Jan. 1 2016 to Jan. 31 2016	Feb. 1 2016 to Dec. 31 2016	Jan. 1 2017 to Jan. 31 2017	Feb. 1 2017 to Dec. 31 2017
Personal Contact Items	\$1.1894	\$1.2013	\$1.2013	\$1.2192
Lock Changes	\$0.9991	\$1.0091	\$1.0091	\$1.0241

- (a) Changes to the variable activities will be made by the Corporation a minimum of once per calendar year until such time as an employee's route is automated to capture actual variable

activity data. At such time, the variable activity will be based on actual data and paid bi-weekly.

4. Variable Allowance

- (a) An employee's variable allowance is the annualized total of the following:
Neighbourhood Mail Sets (per point of call)

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

- (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.

5. Knowledge Sort and Civic Addressing Allowance

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

- (b) Subsequent to January 1, 2013, if an employee owns a route and civic addressing changes are implemented to points of call on the route, the route holder shall be entitled to five (5) cents per day per point of call for each point of call on the route receiving a complimentary redirection of mail by the Corporation. The entitlement under this paragraph exists for six (6) months and will be payable to any relief employee covering the route.
- (c) The amounts in paragraphs (a) and (b) shall only be paid to the employee performing the sortation activity on the route.
6. 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).
7. Any changes to points of call on an employee's route will result in an update to the route's activity component a minimum of semi-annually.

8. Between the adjustments provided for in paragraph 7 any increase or decrease to total points of call on a route exceeding five percent (5%) shall result in an adjustment in the activity components specified in paragraph 2 and vehicle expense as per clause 33.01.

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

9. Effective January 1, 2019, route holders and permanent relief employees shall be eligible to receive a rest period allowance on the terms and conditions that have been agreed to by the parties.

10. **Wage Progression**

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

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

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

Yr 4	97%
Yr 5	100%

Effective from (and including) June 11, 2020:

APPENDIX “A”

1. An employee’s actual wage is determined by the activity component specified in paragraph 2, the variable activities specified in paragraph 3, variable allowance specified in paragraph 4, the knowledge sort and civic addressing allowance specified in paragraph 5, and the rest period allowance specified in paragraph 9.

2. **Activity Component**

A route’s activity component is the annualized total of the following completed activities and their corresponding values, subject to the appropriate progression percentage set out in paragraph 11.

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

Activity Values				
Sortation Values	2018	2019	2020	2021
Residential Sort	\$0.1130	\$0.1153	\$0.1182	\$0.1216
Residential Sort - Sequenced	\$0.0904	\$0.0922	\$0.0945	\$0.0973
Farm Sort	\$0.1130	\$0.1153	\$0.1182	\$0.1216

Farm Sort - Sequenced	\$0.0904	\$0.0922	\$0.0945	\$0.0973
AMS Business Sort	\$0.3617	\$0.3689	\$0.3781	\$0.3891
AMS Business Sort - Sequenced	\$0.2894	\$0.2951	\$0.3025	\$0.3113
Apartment Sort	\$0.0769	\$0.0784	\$0.0804	\$0.0827
Apartment Sort - Sequenced	\$0.0633	\$0.0646	\$0.0662	\$0.0681
Business Direct Sort	\$0.3617	\$0.3689	\$0.3781	\$0.3891
Business Direct Sort - Sequenced	\$0.2894	\$0.2951	\$0.3025	\$0.3113
Sortation Caller	\$0.3617	\$0.3689	\$0.3781	\$0.3891
Sortation Caller - Sequenced	\$0.2894	\$0.2951	\$0.3025	\$0.3113
Delivery Values				
RMB	\$0.1266	\$0.1291	\$0.1323	\$0.1362
RMB - RRD	\$0.1673	\$0.1706	\$0.1749	\$0.1799
RMB - RHD	\$0.0769	\$0.0784	\$0.0804	\$0.0827
CMB	\$0.0633	\$0.0646	\$0.0662	\$0.0681
GMB	\$0.0769	\$0.0784	\$0.0804	\$0.0827
Kiosks	\$0.0678	\$0.0692	\$0.0709	\$0.0730

High POC CMB sites	\$0.0723	\$0.0738	\$0.0756	\$0.0778
LBA	\$0.0859	\$0.0876	\$0.0898	\$0.0924
Parcel Locker Clearance	\$0.2035	\$0.2075	\$0.2127	\$0.2189
Business Counter	\$0.2939	\$0.2998	\$0.3072	\$0.3161
Business Exterior	\$0.2261	\$0.2306	\$0.2363	\$0.2432
Business Special	\$3.3913	\$3.4588	\$3.5450	\$3.6475
RPO Clearance/Other	\$1.8087	\$1.8447	\$1.8907	\$1.9453
RPO Drop	\$1.3113	\$1.3374	\$1.3707	\$1.4104
SLB clearance	\$1.3113	\$1.3374	\$1.3707	\$1.4104
Pickup Street Level	\$1.5826	\$1.6141	\$1.6543	\$1.7022
Pickup Other	\$2.4869	\$2.5364	\$2.5997	\$2.6748
Delivery Stops	\$0.1085	\$0.1107	\$0.1134	\$0.1167
Drive Time/KM (POC/KM)				
50km/hr - 9.9 or less POC/KM	\$0.5426	\$0.5534	\$0.5672	\$0.5836
40km/hr - 10 to 24.9 POC/KM	\$0.6783	\$0.6918	\$0.7090	\$0.7295
30km/hr - 25 to 49.9 POC/KM	\$0.9043	\$0.9223	\$0.9453	\$0.9727

20km/hr - 50 or more POC/KM	\$1.3565	\$1.3835	\$1.4180	\$1.4590
-----------------------------	----------	----------	----------	----------

- (i) The following activity values shall be in effect as of January 1, 2017: Parcel Locker Clearance, RPO Clearance/Other, RPO Drop, Pickup Street Level and Drive time 30 km/hr, and 20 km/hr.
- (ii) Sequenced activity values shall apply following the implementation of a restructure, where applicable.

3. **Variable Activities**

An employee's variable activities is the annualized total of the following completed variable activities and their corresponding values, subject to the appropriate progression percentage set out in paragraph 11.

Variable Activities				
	2018	2019	2020	2021
Personal Contact Items	\$1.2435	\$1.2682	\$1.2998	\$1.3374
Lock Changes	\$1.0445	\$1.0653	\$1.0919	\$1.1234

- (a) Changes to the variable activities will be made by the Corporation a minimum of once per calendar year until such time as an employee's

route is automated to capture actual variable activity data. At such time, the variable activity will be based on actual data and paid bi-weekly.

4. Variable Allowance

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

Neighbourhood Mail Sets (per point of call)

Neighborhood Mail Sets	2018	2019	2020	2021
Less than 500 grams	\$0.0153	\$0.0156	\$0.0160	\$0.0165
Greater than 500 grams and less than 1,000 grams	\$0.1020	\$0.1040	\$0.1066	\$0.1097
From 1,000 to 2,000 grams	\$0.1530	\$0.1561	\$0.1600	\$0.1646

- (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.

5. Knowledge Sort and Civic Addressing Allowance

Knowledge Sort and Civic Addressing	2018	2019	2020	2021
Knowledge Sort	\$0.0510	\$0.0520	\$0.0533	\$0.0548
Civic Addressing	\$0.0510	\$0.0520	\$0.0533	\$0.0548

- (a) Subsequent to January 1, 2013, an employee performing sortation on a route identified as requiring a knowledge sort (a route with no civic addressing at the sortation case) shall be entitled to 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) Subsequent to January 1, 2013, if an employee owns a route and civic addressing changes are implemented to points of call on the route, the route holder shall be entitled to 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 relief employee covering the route.
- (c) The amounts in paragraphs (a) and (b) shall only be paid to the employee performing the sortation activity on the route.

6. 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).
7. Any changes to points of call on an employee's route will result in an update to the route's activity component a minimum of semi-annually.
8. Between the adjustments provided for in paragraph 7, any increase or decrease to total points of call on a route exceeding five percent (5%) shall result in an adjustment in the activity components specified in paragraph 2 and vehicle expense as per clause 33.01.
- Adjustments under this paragraph which result in an increase or decrease in the amount payable shall be retroactively adjusted to the date the change exceeded five per cent (5%).
9. Effective January 1, 2019, route holders and permanent relief employees shall be eligible to receive a rest period allowance on the terms

and conditions that have been agreed to by the parties.

- 10.** The Corporation may deem it necessary to perform parcel-only delivery on weekends.
- (a)** Employees performing parcel-only delivery shall receive the following:
- (i)** For each kilometer driven, subject to the appropriate progression percentage set out in paragraph 11:
- | | \$ per KM |
|---------------------------|-----------|
| Effective January 1, 2020 | \$1.4180 |
| Effective January 1, 2021 | \$1.4590 |
- (ii)** Effective July 1, 2020, for each parcel, \$2.00.
- (iii)** The vehicle expense as described under clause 33.01 (b), if applicable.
- (b)** Parcels delivered pursuant to paragraph 10 shall not be counted as personal contact items on a route.
- (c)** For the purpose of equalizing opportunity to perform weekend parcel-only delivery, the Corporation will maintain a list of all employees, in order of seniority, applicable to each postal installation.

- (d) It is understood that permanent relief employees can also be offered parcel-only delivery on weekends.

11. Wage Progression

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

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

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

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. Effective September 1, 2020, 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.

Effective from (and including) June 11, 2020:

3. On call relief employees shall be paid at the minimum progression level of the Appendix “A” activity values and variable allowance of the route being replaced, or the applicable Appendix “A” paragraph 8 compensation. Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.

4. Every active on call relief employee shall receive a payment of two hundred and fifty dollars (\$250.00) for each quarter in which they work at least fifteen (15) days and remain an on call relief employee at the completion of the quarter. This entitlement opportunity commences in the first full quarter following the signing of the collective agreement. The quarters are measured in accordance with the relevant calendar year (March 31, June 30, September 30 and December 31).
5. In postal installations with more than one on call relief employee, assignments to cover vacation leave not assigned to permanent relief shall be offered to on call relief employees in the order of their ranking dates. The ranking date of on call relief employees shall be determined

by their last hiring date. If more than one employee has the same hiring date, the random number system will be used to determine the rank.

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

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

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

Effective from (and including) July 25, 2019:

9. The collective agreement shall apply to on call relief employees, except for the following provisions: Articles 8, 11, 12.01, 12.02, 12.03, 12.05, 13.02, 14.01, 14.02, 14.04, 15, 16, 17, 19, 22, 23, 24.03, 24.04, 25.01 (a), (b), (c), and (e), 25.02, 36, Appendices "I", "F", Appendix "P" [except paragraph 2 (h)].

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

Agreement for the route, and the additional trip has been authorized by the Corporation.

11. This Appendix renders all other national memoranda of agreements regarding on call relief null and void, including the memoranda signed on December 20, 2006, June 19, 2007, June 20, 2007 and December 12, 2007.

APPENDIX "F"

PERMANENT RELIEF EMPLOYEES

1. The Corporation agrees to create and implement the position of permanent relief employee, to primarily cover vacation leave absences in postal installations with fourteen (14) or more RSMC routes. Effective January 1, 2020, the obligation described above shall apply to postal installations with twelve (12) or more RSMC routes.
 - (a) Once the vacation leave schedule is established under clause 15.02 (b), permanent relief employees in the installation shall be offered vacation leave coverage assignments by seniority.
 - (b) Coverage of known absences of greater than six (6) months shall be offered to permanent relief employees by seniority.
2. Permanent relief employees will be assigned a minimum work schedule of twelve (12) hours per week.
3.
 - (a) Permanent relief employees shall be paid the Appendix "A" activity values and variable allowance of the route being replaced. Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.
 - (b) When a permanent relief employee is not assigned to a route and being compensated in accordance with paragraph 3 (a), he or she shall receive ninety dollars (\$90.00) per day in compensation and be required to perform other duties assigned by the Corporation for a maximum of three (3) hours per day.

APPENDIX “G”**ACCOMMODATION**

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

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

APPENDIX "H"

ABSENCE COVERAGE

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 (RHD) vehicles on Rural and Suburban Mail Carriers (RSMC) routes and is without prejudice or precedent to any position(s) the parties may take in future matters of a similar or identical nature.

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

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

THEREFORE, the parties agree as follows:

1. Returning to the post office:

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

2. Special allowance

- (a) An employee who opts to purchase a RHD vehicle after their position is designated as RHD will receive the following one-time special allowance amounts:
 - 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 RHD vehicle.
- (d) Should an employee transfer to another route designated as RHD, the payment schedule of the special allowance amounts outlined in paragraph 2 (a) above shall continue.
- (e) Should an employee transfer to a route that is not designated as RHD due to a restructure, the payment schedule of the special allowance amounts outlined in paragraph 2(a) above shall continue.

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

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

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

3. Recently purchased or leased vehicles:

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

4. Actual wages:

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

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

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

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

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

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

Dated this 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.

Effective from (and including) June 11, 2020:

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.

Effective from (and including) October 4, 2019:

APPENDIX “N”
MEASURING WORK CONTENT, WORKLOAD AND
APPROPRIATE PAY METHODS

A key issue to address between the parties is how RSMCs can be compensated differently than they are currently for the work they do. Various studies and committees through the years have sought to identify hours of work and workload, and although these studies have provided updates and changes to the compensation structure of employees, determining and assessing work content and workload remain outstanding.

The intent of this appendix is to determine and assess work content and workload to enable the parties to have informed discussions on pay methodologies going forward. The requirement to maintain pay equity in compliance with the *Canadian Human Rights Act* provides an additional motive for the parties to work together to establish, determine, and assess work content and workload for employees.

PART I – OBJECTIVES

1. The parties agree to work together, in accordance with the terms and conditions set out in this appendix, to identify and evaluate means to determine, assess, and measure work content and workload associated with rural and suburban routes.
2. The parties will work promptly, reasonably and in good faith, in order to achieve the objectives of this appendix.
3. This appendix is meant to supplement, and not prevent the Corporation from exercising its rights and responsibilities as management and from maintaining pay equity in compliance with the *Canadian Human Rights Act*.

PART II – NATIONAL COMMITTEE

4. The parties shall establish a Work Content Committee (the “Committee”) within thirty (30) days of signing the collective agreement.
5. The Committee shall:
 - (a) be composed of three (3) Ottawa-based representatives appointed by each party. The Corporation shall be responsible for the salaries of the Committee members for the time spent performing Committee work, unless they are full-time officers of the Union;
 - (b) meet on an as-required basis;
 - (c) determine its own processes and procedures; and
 - (d) carry out the mandate given to it by the parties, in accordance with this appendix, no later than July 1, 2021.

PART III – COMMITTEE MANDATE

6. The Corporation acknowledges that the route management system (RMS) is not an accurate method to determine and assess work content and workload.
7. The parties acknowledge that a fair and equitable method of determining and assessing work content and workload is a prerequisite to discuss how an employee can be compensated differently than they are now for the work they do.
8. As such, the Committee shall provide a recommendation to the parties regarding how best to determine, assess, and

measure work content and workload associated with rural and suburban routes.

- 9.** The recommendation must take the following into consideration:
 - (a)** the route type, location, variety, variability (e.g. weekly or seasonality) and work content and workload methods in the work performed by all and between RSMCs;
 - (b)** data capture methods that are not administratively burdensome (e.g.: consider automated data collection);
 - (c)** available data;
 - (d)** state of the art tools and technology, if appropriate;
 - (e)** alternatives for a fair and equitable method of determining and assessing work content and workload.
- 10.** The Committee's recommendation must be submitted to the national representatives of the parties no later than July 1, 2021.
- 11.** Based on the findings of the Committee's work, the parties may at any time during the life of the collective agreement agree to change its terms in accordance with clause 34.02; including alternative and appropriate pay methods.

PART IV – GENERAL

- 12.** It is understood that this appendix shall terminate on December 31, 2021.

Effective from (and including) September 20, 2018:

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 MEETINGS**

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.

Effective from (and including) October 1, 2019:

APPENDIX "P"
CLOTHING ENTITLEMENT

Effective October 1, 2019, the Corporation shall implement this Appendix and Article 25 shall no longer be in effect. Until the implementation of this Appendix, Article 25 is in effect.

1. Transition

- (a) All existing eligible employees will receive 479 points on October 1, 2019, and each subsequent year thereafter. Any unused points accumulated before October 1, 2019, will be forfeited at that time.
- (b) Order frequency of any garments ordered prior to October 1, 2019, will be as per the table below.
- (c) Until October 1, 2019, eligible employees will continue to order garments as per Article 25. In the event that items are no longer available during this time period, substitutions from the table below will be provided at the same point value as outlined in clause 25.02.

2. Entitlement

- (a) The Corporation requires that all permanent relief employees and route holders who are scheduled at least twelve (12) hours per week, and are qualified under the collective agreement, wear the uniform that is provided to the employee by the Corporation through the allocation of points as set out in paragraph 2(b).

- (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 appendix.
 - (ii)** Notwithstanding sub-paragraph 2 (b)(i), 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)** Commencing October 1, 2020, 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 5.
- (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.

3. 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 one hundred and thirty dollars (\$130).
- 2) Pregnant employees who are entitled to receive uniforms shall be reimbursed to a maximum of one hundred and thirty dollars (\$130) 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.

4. 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.

5. 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 6. Pending receipt of their uniforms, employees will be issued arm bands for identification purposes.
- (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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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”).

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 4

December 21, 2012

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

Re: On Call Relief Employee Groupings

Dear Mr. Lafleur:

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

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

Sincerely,



Rob Sinclair
Chief Negotiator