



Collective Agreement for Rural and Suburban Mail Carriers

between

Canada Post Corporation

and the

Canadian Union
of Postal Workers

Expires: December 31, 2015



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

EXPIRES: December 31, 2015

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ARTICLE 1

PURPOSE OF COLLECTIVE AGREEMENT

1.01 Purpose

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

ARTICLE 2

MANAGEMENT RIGHTS

2.01 Rights

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

ARTICLE 3

RECOGNITION

3.01 Sole and Exclusive Bargaining Agent

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

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

3.02 Access to Facilities

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

ARTICLE 4

UNION DUES

4.01 Dues

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

4.02 Setting of Dues

The Union shall inform the Corporation by means of a data storage medium of the authorized

membership dues to be checked off in accordance with clause 4.01.

4.03 Dues Begin Immediately

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

4.04 Remit Dues the Next Month

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

4.05 Corporation's Liability on Check-Off

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

- (a) where such error results in the employee being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;
- (b) where such an error results in an overdeduction of dues and the money has not been remitted to the Union, the Corporation shall reimburse the employee in the amount of the overdeduction. Such

overdeduction shall be reimbursed under normal circumstances in the month following the month in which the overdeduction and the failure to remit the dues to the Union are verified.

4.06 Additional Information

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

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

4.07 Compulsory Membership

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

4.08 T4 Slips

The Corporation shall report on the employees' T4 slips and Relevés 1 the amount deducted as union dues provided the Union is complying with the requirements and conditions imposed by legislation, regulation or governmental administrative practices in respect of such report. The reported amount shall reflect the amount appearing on the pay stubs for the corresponding taxation year.

ARTICLE 5

DISCRIMINATION

5.01 Discrimination

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, 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.

8.03 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)

8.04 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
Pamela Chapman
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

Pamela Chapman
Susan Stewart
Jules Bloch
Serge Brault

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

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

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

9.16 **Hearing Dates**

- (a) The arbitrator shall promptly hear the parties. The arbitrator may proceed in the absence of a party if such party was duly notified of the hearing.
- (b) Forthwith upon the signature of this agreement and periodically thereafter, the

parties shall make arrangements with every arbitrator to set apart in advance a list of hearing days for each month of the year. The number of days so determined by all the arbitrators of an area shall allow enough time to expeditiously dispose of all the grievances coming from this area. In case of disagreement between the parties on the number of days or on the specific dates that an arbitrator shall set apart for the parties, he or she shall decide.

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

9.17 Location of the Sitzings and the Language of Arbitration

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

9.18 Arbitration Procedures

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

- (c) All other grievances are heard under the regular arbitration procedure.

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

9.20 Formal Arbitration Procedure

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

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

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

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

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

9.24 Regular Arbitration Procedure

The regular arbitration procedure is an informal procedure meant to facilitate and accelerate the

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

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

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

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

9.28 Grievances Held in Abeyance

The parties agree to hold in abeyance any unresolved disciplinary grievance where discipline was imposed with no financial impact on the employee such as reprimands or waived suspensions and those relating to measures taken by the Corporation with respect to the attendance of an employee.

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

alleged infraction or employer dissatisfaction. At the expiration of the twelve (12) months, the grievance shall be deemed to be settled.

9.29 Grievances of the Corporation

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

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

9.30 Translation

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

ARTICLE 10

DISCHARGE AND DISCIPLINE

10.01 Just Cause

No disciplinary measure, including discharge, shall be imposed on any employee without just, reasonable and sufficient cause and without him or her receiving a written notice showing the grounds on which the disciplinary measure is imposed.

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

10.02 Personal File

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

10.03 Access to Personal File

Upon written request from an employee, he or she and/or his or her Union representative shall have access to his or her personal file in the presence of an authorized representative of the Corporation. At no time shall an employee or his or her representative remove from his or her personal file any document contained therein. Access to the files will be granted within a reasonable period of time.

10.04 Interviews

The Corporation agrees to notify an employee in writing, twenty-four (24) hours in advance of any interview of a disciplinary nature or related to his or her attendance record and to indicate his or her right to be accompanied by a Union representative as specified in

clause 10.05 and the purpose of the meeting, including whether it involves the employee's personal file.

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

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

10.05 Right to Representation

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

10.06 Termination of Employment

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

ARTICLE 11

ROUTE CHANGES

11.01 Maintain Existing Routes

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

11.02 Annual Pay Adjustments

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

11.03 Restructuring of Routes

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

11.04 Information to the Union

- (a) The Corporation shall notify the local union thirty (30) days prior to beginning a restructure.
- (b) Following the notice referred to in paragraph 11.04 (a), the Corporation shall provide the local union with current and proposed Schedule "A-1" and "A-2" documentation related to the restructure.
- (c) The local union shall have ten (10) working days following the date upon which the Corporation provides the documentation to advise the Corporation of any issues that it believes exist regarding the restructure and request that the Corporation consult on these issues.

11.05 Operational Requirements

Under this Article, an employee must fulfill the operational requirements of the route as outlined in

the specifications identified in the Schedule "A" of the Mail Transportation and Delivery Agreement for the route, including the ability to supply the specified vehicle on the date of implementation of the restructure of the route.

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

11.06 Assignment and Bidding Following a Restructure

- (a)** Following a restructure in a postal installation with less than six (6) RSMC routes, the assignment and/or bidding of affected routes shall occur in compliance with the following procedure:

 - (i)** Where sixty (60) percent or more of the points of call are retained on a route, the present holder may elect to retain it. If he or she does not elect to retain it, the route will be opened for bidding by seniority among the route holders who have not elected to retain their original route and those who did not qualify to retain their route. Following the completion of bidding, any vacant routes will be filled in accordance with Article 12.
- (b)** Following a restructure in a postal installation with six (6) or more RSMC routes, bidding in the postal installation shall occur in compliance with the following procedure:

 - (i)** Where the restructure involves less than fifty (50) percent of the total points of

call in the postal installation prior to the restructure, the affected routes are dealt with on an individual basis as follows:

Where sixty (60) percent or more of the points of call are retained on a route, the present holder may elect to retain it. If he or she does not elect to retain it, the route will be opened for bidding by seniority among the route holders who have not elected to retain their original route and those who did not qualify to retain their route. Following the completion of bidding, any vacant routes will be filled in accordance with Article 12.

- (ii) Where the restructure involves fifty (50) percent or more of the total points of call in the postal installation, all route holders and permanent relief employees in the postal installation shall bid by seniority on all positions in the postal installation.
- (c) On the date of implementation of the restructure, all route holders must be in compliance with clause 11.05.
- (d) Notwithstanding paragraphs (a)(i) and (b)(i), any route holder who, following the application of paragraph 11.06 (a) or (b)(i), no longer has a route may elect to displace the most junior route holder or the most junior permanent relief employee in the postal installation should his or her seniority allow.

The junior route holder, if displaced, shall be laid off unless paragraph 11.06 (e) applies. The permanent relief employee shall be laid off.

- (e) In postal installations with permanent relief employees, the resulting unassigned route holder may elect to displace a permanent relief employee should his or her seniority be greater than that of a permanent relief employee, or be laid off. If the displaced route holder elects to remain in the office as a permanent relief employee, the junior permanent relief employee shall be laid off.

ARTICLE 12

FILLING OF VACANT ROUTES AND PERMANENT RELIEF POSITIONS

12.01 Vacant Route or Permanent Relief Position

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

12.02 Merging Routes

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

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

When a route or permanent relief position becomes vacant and the Corporation decides to fill it, the route or position shall be offered on the basis of seniority to route holders and permanent relief employees who are qualified and who have submitted applications in accordance with clause 12.06 and who work in installations that are located within a seventy-five (75) kilometre radius from the installation where the vacancy occurs.

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

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

When the provisions of clause 12.03 have been complied with and a vacant route or permanent relief position remains, it shall be filled on the basis of seniority by qualified on call relief employees who have submitted applications in accordance with clause 12.06 and who work in installations that are located within a seventy-five (75) kilometre radius from the installation where the vacancy occurs.

**12.05 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 five (5) working days.

12.06 Application

An application is required when an employee wants to obtain a vacant route or permanent relief position pursuant to clause 12.03 and 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 12.05.

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 annual pay and which is located within seventy-five (75) kilometres from their current installation; or
- (b) the restriction is waived by the employer.

12.07 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.

12.08 Definition of Qualified

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

ARTICLE 13

HOURS OF WORK

13.01 Normal Workday and Workweek

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

13.02 Adjustments and Interim Measures

- (a) Any employee whose average workweek on his or her own route exceeds forty (40) hours during any period of two (2)

consecutive weeks must advise the Corporation so that it may correct the situation in accordance with Article 11.

- (b) Until the Corporation has reduced the average workweek to an average of forty (40) hours, the employee must use the services of a helper to perform the work in excess of the average forty (40) hours per week.

A helper will sign a contract for services with the Corporation, as set out in Article 14. The Corporation will pay the helper at a rate determined by the employee, and such amount shall be deducted from the wages that would otherwise have been paid to the employee.

13.03 Additional Work

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

13.04 Overtime

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

ARTICLE 14

REPLACEMENTS

14.01 Replacement

Except in circumstances where the Corporation has provided a permanent relief employee or an on call relief employee to cover employee absences as per Appendix "H", an

employee who is on an absence recognized under the collective agreement shall take the necessary measures to have a qualified replacement cover his or her route for the entire duration of his or her absence.

Barring exceptional circumstances, such replacement shall meet security requirements.

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

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

14.02 Contract Amount

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

14.03 Notification of Absence

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

14.04 Training Allowance

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

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

ARTICLE 15

VACATION LEAVE

15.01 Entitlement to Vacation Leave

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

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

 - (i) Vacation leave shall be earned at a rate of one and two-thirds ($1\frac{2}{3}$) days for each calendar month in which an employee receives pay.

15.02 Vacation Leave Period

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

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

15.03 Vacation Bidding in Postal Installations with Relief Employees

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

ARTICLE 16

DESIGNATED HOLIDAYS

16.01 Designated Holidays

The following are the designated paid holidays:

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

- Christmas Day;
- Boxing Day;
- One additional day in each year that in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed.

16.02 Replacement of a Designated Holiday

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

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

16.03 Work on a Designated Holiday

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

ARTICLE 17

DISABILITY PROGRAMS

17.01 Leave of Absence Without Pay

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

17.02 Notifying the Corporation

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

17.03 Short Term Disability Program

As of December 1, 2011, employees shall be entitled to the Short Term Disability Program.

17.04 Extended Disability Program

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

ARTICLE 18

PARENTAL RIGHTS

18.01 Maternity Leave

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

eleven (11) weeks before the expected date of delivery.

18.02 Maternity Leave Allowance Eligibility

- (a)** After completion of six (6) months' continuous employment, an employee who provides the Corporation with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 22 of the *Employment Insurance Act* or, as the case may be, pursuant to the Quebec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit Plan.
- (b)** An employee under paragraph 18.02 (a) shall sign an agreement with the Corporation providing:

 - (i)** that she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;
 - (ii)** that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Corporation's consent, or unless the employee is then entitled to another leave provided for in this collective agreement.
- (c)** Should the employee fail to return to work as per the provisions of paragraph 18.02 (b), the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

18.03 Rate of Maternity Leave Allowance

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

- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly wage; and
- (b) Up to fifteen (15) 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 her weekly wage.
- (c) The weekly wage referred to in paragraphs 18.03 (a) and (b) 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.
- (d) Where an employee becomes entitled to an increase in actual wages during the period of maternity leave, payments under paragraphs 18.03 (a) and (b) shall be adjusted accordingly.
- (e) 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.
- (f) Employees have no vested right to payments under the plan except to

payments during a period of unemployment specified in the plan.

18.04 Parental Leave

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

 - (i)** on the expiry of the maternity leave set out above

or
 - (ii)** on the day that the child comes into his or her actual care.
- (b)** Insofar as possible, the employee shall notify the Corporation of his or her intent to take parental leave and of the duration of such leave at least four (4) weeks in advance.
- (c)** The Corporation may ask the employee to submit a copy of the child's birth certificate or adoption papers.
- (d)** The aggregate amount of parental leave that may be taken by two (2) employees under this clause in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.
- (e)** Maternity and parental leave taken by two (2) employees for the care of the same child shall not exceed a total of fifty-two (52) weeks.

18.05 Adoption Leave Allowance Eligibility

- (a)** After completion of six (6) months' continuous employment, an employee who provides the Corporation with proof that he or she has applied for and is in receipt of unemployment benefits pursuant to Section 23 of the *Employment Insurance Act* or, as the case may be, pursuant to the Quebec Parental Insurance Plan, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b)** An employee under paragraph 18.05 (a) shall sign an agreement with the Corporation, providing:

 - (i)** that he or she will return to work and remain in the Corporation's employ for a period of at least six (6) months after his or her return to work;
 - (ii)** that he or she will return to work on the date of the expiry of his or her adoption leave, unless this date is modified with the Corporation's consent, or unless the employee is then entitled to another leave provided for in this collective agreement.
- (c)** Should the employee fail to return to work as per the provisions of paragraph 18.05 (b), the employee recognizes that he or she is indebted to the Corporation for the amount received as adoption leave allowance.

18.06 Rate of Adoption Leave Allowance

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

- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his or her weekly wage; and
- (b) Up to ten (10) 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.
- (c) The weekly wage referred to in paragraphs 18.06 (a) and (b) 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.
- (d) Where an employee becomes entitled to an increase in actual wages during the period of adoption leave, payments under paragraphs 18.06 (a) and (b) shall be adjusted accordingly.
- (e) 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.
- (f) Employees have no vested right to payments under the plan, except to

payments during a period of unemployment specified in the plan.

ARTICLE 19

SPECIAL LEAVE

19.01 Marriage Leave

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

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

19.02 Bereavement Leave

(a) An employee shall be entitled to a maximum of four (4) days of paid bereavement leave which shall not extend beyond the fourth (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

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

19.04 Personal Days

On the first day of each year, employees shall become entitled to a maximum of seven (7) Personal Days as per the Short Term Disability Program Policies and Procedures document.

When an employee uses or is paid out for any unused Personal Days, such payment shall not include vehicle expenses.

All Personal Days must be taken as full days.

All other terms and conditions regarding the allocation of Personal Days shall be as per the Short Term Disability Program Policies and Procedures document.

19.05 Court Leave

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

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

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

ARTICLE 20

INJURY-ON-DUTY LEAVE

20.01 Injury-On-Duty

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

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

ARTICLE 21

LEAVE FOR UNION BUSINESS

21.01 Full-time Union Officers

An employee who has been elected or appointed to a full-time office of the Union shall be entitled to an unpaid leave of absence for the period during which he or she is elected or appointed to hold office.

21.02 Convention Delegates and Union Representatives

Employees selected as delegates to conventions of the Union, or to other conferences or seminars of the Union, or as members of a bargaining

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

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

21.03 Union Representatives

- (a) Union representatives who require unpaid leave for union business in accordance with clauses 7.06 and 9.09 will remain on the Corporation's payroll, and the Corporation will be fully reimbursed by the Union for these unpaid leave periods. The leave must be approved in advance by the union.

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

21.04 Reimbursement by the Union

- (a) Any amount claimed by the Corporation from the Union under clauses 21.02 and 21.03 shall be paid at the latest sixty (60) working days following transmission of an electronic invoice from the Corporation.
- (b) The invoice shall include detailed information to allow for identification of the unpaid leave for which the Corporation is asking to be reimbursed.
- (c) Should the Union believe that the invoice contains an error, the Union shall provide written details of the alleged error to the Corporation within the time frame in paragraph 21.04 (a).
- (d) Once the Union has provided the Corporation with the details of an alleged error, the parties shall meet within thirty (30) days in an effort to resolve the dispute.
- (e) Following the meeting required under paragraph 21.04 (d), the amount claimed by the Corporation, whether still in dispute or not, shall be paid in full to the Corporation within sixty (60) days of the meeting. If the amount is not paid within this time frame, the Corporation shall deduct such amount from a subsequent Union membership dues remittance under clause 4.04.
- (f) Where the amount claimed by the Corporation remains in dispute following the

completion of paragraph 21.04 (e), the Union may grieve the disputed amount pursuant to Article 9 of the collective agreement.

- (g) Any amounts claimed by the Corporation which are not paid within the time frame mentioned in paragraph 21.04 (a) and are not disputed in accordance with paragraph 21.04 (c), shall be deducted by the Corporation from a subsequent Union membership dues remittance under clause 4.04.

ARTICLE 22

PENSION PLAN AND BENEFIT PLANS

22.01 Pension Plan

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

22.02 Hearing and Vision Plan

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

22.03 Dental Plan

- (a) The dental plan shall be in effect for the term of this agreement.
- (b) Employees shall be covered by the Plan, effective on the first day of the month

following the completion of the six (6) month waiting period.

- (c) The Corporation's contribution to the plan shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).
- (d) Employees covered by the dental plan will be subject to an annual deductible of fifty dollars (\$50) for each covered person to a maximum of eighty dollars (\$80) for a family.
- (e) Effective October 29, 2011, the 2010 dental fee schedule shall apply.

Effective January 1, 2013, the 2012 dental fee schedule will apply.

Effective January 1, 2014, the 2013 dental fee schedule will apply.

Effective January 1, 2015, the 2014 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 Controlled Drug Plan

As of December 1st, 2011, a Controlled Drug Plan will be established for employees.

The Corporation's contribution to the plan shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).

Effective January 1, 2013, clause 22.04 will no longer apply.

22.05 Extended Health Care Plan (EHCP)

- (a) The Extended Health Care Plan (EHCP) as amended from time to time, shall apply as of January 1, 2013.
- (b) The EHCP will be available to eligible route holders and permanent relief employees.
- (c) The EHCP co-insurance shall be:
 - (1) for prescription drug expenses, eighty percent (80%) employer and twenty percent (20%) employee as per the terms and conditions of the Controlled Drug Plan;
 - (2) for all other expenses, eighty percent (80%) employer and twenty percent (20%) employee.
- (d) The Corporation's contribution to the "Medical" portion of the EHCP (this excludes the Optional Expenses Benefit) shall be ninety-five percent (95%) and the contribution of the employee shall be five percent (5%).
- (e) During the life of this collective agreement, the parties may agree to modify the level of benefits provided for under the EHCP.

ARTICLE 23

RECALL RIGHTS

23.01 Recall Rights

When an employee is laid off, his or her name will be added to a recall list and he or she may exercise his or her seniority rights to obtain any vacant position in his or her postal installation for which the employee is qualified in accordance with clause 12.03

during the twelve (12) month period following the recording of his or her name on the recall list.

23.02 Notice

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

23.03 Maintaining Seniority

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

ARTICLE 24

HEALTH AND SAFETY

24.01 General

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

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

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

24.02 Wages Maintained

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

24.03 Boot Allowance

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

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 foetus.
- (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 foetus;
 - (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 foetus.

- (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.

ARTICLE 25

UNIFORMS

25.01 Uniforms

- (a) Commencing May 1, 2013, the Corporation requires that all permanent relief employees and route holders who are scheduled at least twelve (12) hours per week, and are qualified under the collective agreement, wear the uniform that is provided to the employee by the Corporation through the allocation of points as set out in paragraph (b).
- (b) An employee required to wear a uniform will be provided credits, in the form of points, which will be allocated to the employee. Allocation will occur in the first full month after an employee becomes eligible and in each subsequent January, in accordance with the table in clause 25.02. An employee will use his or her points to obtain the required uniform.
- (c) Employees will be permitted to carry-over a maximum of three hundred and thirty-two (332) points each entitlement year. Unused points in excess of the maximum carry-over will be forfeited as of December 31st of the entitlement year.

- (d) Commencing May 1, 2013, an employee will be required to wear a corporate supplied vest for identification purposes, unless he or she is eligible for and has received his or her corporate provided uniform.
- (e) Employees required to wear the corporate provided uniform must comply with the Corporation's Dress Code for Uniformed Employees Policy and the Dress Code, as may be amended.

25.02 Uniform Points Entitlement

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

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

Number of points allocated to employees eligible to a uniform:

1 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.

Commencing January 1, 2014:

- (i) Three (3) of the five (5) days of paid training for new employees will involve on-the-job training with peer trainers. The Corporation will solicit input from the local Union Representative(s) regarding peer trainer selection.
- (ii) Two (2) of the five (5) days of paid training for new employees will be in-classroom or self-study.

- (iii) For on route training, employees shall receive the Appendix "A" activity values of the route on which they are trained, excluding the amount for the vehicle expenses and variable allowance.
- (iv) For training other than on route training, employees shall be paid one hundred and thirty-five dollars (\$135) per day.

ARTICLE 27

JOB DESCRIPTIONS

27.01 Job Descriptions

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

ARTICLE 28

WORK IN THE BARGAINING UNIT

28.01 Work in the Bargaining Unit

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

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

ARTICLE 29

STATUS OF EMPLOYEES

29.01 Definition

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

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

29.02 Probation

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

ARTICLE 30

SECURITY OF THE MAIL

30.01 The watch and observation systems cannot be used except for the purpose of protecting the mail and the property of the State 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.

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, 2013, an employee's annual pay shall be determined using the actual wage set out in Appendix "A", and the vehicle expense where applicable.
- (b) On December 31, 2012, the Corporation will calculate a "red-circle amount" for all route holders. This calculation will be based on current actual wage less variable allowance. Any employee whose red-circle amount is greater than his or her activity component on January 1, 2013, shall be maintained at the red-circle amount until the earliest of December 31, 2015, or the time that the employee's activity component exceeds the red-circle amount. Paragraph 33.01 (b) only applies while the employee retains the route that he or she held on December 31, 2012 and while less than twenty (20) percent of the total points of call on the route, as of December 31, 2012, have been removed from the route in accordance with Article 11.
- (c) 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.

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

33.02 Wage Increases

- (a) As of January 1, 2012, each employee shall be entitled to two and a half (2.5) percent increase in his or her actual wage, not including variable allowance.
- (b) As of January 1, 2013, the actual wage shall be compensated as detailed in Appendix "A".
- (c) As of January 1, 2014, the activity component contained in Appendix "A" shall be increased by two and a half (2.5) percent for each activity in Zone 1 and by two (2) percent for each activity in Zone 2 and 3.
- (d) As of January 1, 2015, the activity component contained in Appendix "A" shall be increased by two and a half (2.5) percent for each activity in Zone 1 and by two (2) percent for each activity in Zone 2 and 3.
- (e) Paragraphs 33.02 (b) through (d) do not apply to employees currently maintained at their red-circle amount under paragraph 33.01 (b). Such employees shall receive the following lump sum payments:
 - (i) On January 1, 2013, one (1) percent of the red-circle amount.

- (ii) On January 1, 2014, one (1) percent of the red-circle amount.
- (iii) On January 1, 2015, one (1) percent of the red-circle amount.

33.03 Adjustments

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

33.04 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.

33.05 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.

33.06 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 each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered in full from final pay.

ARTICLE 34

DURATION AND REVISION OF THE COLLECTIVE AGREEMENT

34.01 Term of the Collective Agreement

The terms of this collective agreement are effective and binding on the Corporation and the Union from January 1, 2012 to December 31, 2015.

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.

APPENDIX “A”

ACTUAL WAGE CALCULATIONS

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

2. Activity Component

A route’s activity component is the annualized total of the following completed activities and their corresponding values, multiplied by the regional overlay set out in paragraph 2 (b), and subject to the appropriate progression percentage set out paragraph 2 (c).

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

Zone 1

	2013	2014	2015
Sortation Values	Activity Values	Activity Values	Activity Values
Residential Sort	\$ 0.077	\$ 0.079	\$ 0.081
Farm Sort	\$ 0.077	\$ 0.079	\$ 0.081
AMS Business Sort	\$ 0.247	\$ 0.253	\$ 0.259
Apartment Sort	\$ 0.052	\$ 0.054	\$ 0.055
Business Direct Sort	\$ 0.247	\$ 0.253	\$ 0.259
Sortation Caller	\$ 0.247	\$ 0.253	\$ 0.259
Delivery Values			
RMB	\$ 0.086	\$ 0.088	\$ 0.091
CMB	\$ 0.043	\$ 0.044	\$ 0.045
GMB	\$ 0.052	\$ 0.054	\$ 0.055
Kiosks	\$ 0.046	\$ 0.047	\$ 0.049
LBA	\$ 0.059	\$ 0.060	\$ 0.062
Business Direct	\$ 0.200	\$ 0.205	\$ 0.210
RPO	\$ 0.894	\$ 0.916	\$ 0.939
SLB	\$ 0.894	\$ 0.916	\$ 0.939
Pickup	\$ 0.894	\$ 0.916	\$ 0.939
Delivery Stop(s)	\$ 0.074	\$ 0.076	\$ 0.078
Drive Time/KM			
50 km/hr (0-2 stops/km)	\$ 0.370	\$ 0.379	\$ 0.389
40km/hr (2.01+ stops per km)	\$ 0.463	\$ 0.474	\$ 0.486

Zone 2

	2013	2014	2015
Sortation Values	Activity Values	Activity Values	Activity Values
Residential Sort	\$ 0.085	\$ 0.087	\$ 0.088
Farm Sort	\$ 0.085	\$ 0.087	\$ 0.088
AMS Business Sort	\$ 0.271	\$ 0.277	\$ 0.282
Apartment Sort	\$ 0.058	\$ 0.059	\$ 0.060
Business Direct Sort	\$ 0.271	\$ 0.277	\$ 0.282
Sortation Caller	\$ 0.271	\$ 0.277	\$ 0.282
Delivery Values			
RMB	\$ 0.095	\$ 0.097	\$ 0.099
CMB	\$ 0.047	\$ 0.048	\$ 0.049
GMB	\$ 0.058	\$ 0.059	\$ 0.060
Kiosks	\$ 0.051	\$ 0.052	\$ 0.053
LBA	\$ 0.064	\$ 0.066	\$ 0.067
Business Direct	\$ 0.220	\$ 0.225	\$ 0.229
RPO	\$ 0.984	\$ 1.003	\$ 1.024
SLB	\$ 0.984	\$ 1.003	\$ 1.024
Pickup	\$ 0.984	\$ 1.003	\$ 1.024
Delivery Stop(s)	\$ 0.081	\$ 0.083	\$ 0.085
KM / Drive Time			
50 km/hr (0-2 stops/km)	\$ 0.407	\$ 0.415	\$ 0.424
40km/hr (2.01+ stops per km)	\$ 0.509	\$ 0.519	\$ 0.530

Zone 3

	2013	2014	2015
Sortation Values	Activity Values	Activity Values	Activity Values
Residential Sort	\$ 0.089	\$ 0.090	\$ 0.092
Farm Sort	\$ 0.089	\$ 0.090	\$ 0.092
AMS Business Sort	\$ 0.284	\$ 0.289	\$ 0.295
Apartment Sort	\$ 0.060	\$ 0.062	\$ 0.063
Business Direct Sort	\$ 0.284	\$ 0.289	\$ 0.295
Sortation Caller	\$ 0.284	\$ 0.289	\$ 0.295
Delivery Values			
RMB	\$ 0.099	\$ 0.101	\$ 0.103
CMB	\$ 0.050	\$ 0.051	\$ 0.052
GMB	\$ 0.060	\$ 0.062	\$ 0.063
Kiosks	\$ 0.053	\$ 0.054	\$ 0.055
LBA	\$ 0.067	\$ 0.069	\$ 0.070
Business Direct	\$ 0.231	\$ 0.235	\$ 0.240
RPO	\$ 1.029	\$ 1.049	\$ 1.070
SLB	\$ 1.029	\$ 1.049	\$ 1.070
Pickup	\$ 1.029	\$ 1.049	\$ 1.070
Delivery Stop(s)	\$ 0.085	\$ 0.087	\$ 0.089
KM / Drive Time			
50 km/hr (0-2 stops/km)	\$ 0.426	\$ 0.434	\$ 0.443
40km/hr (2.01+ stops per km)	\$ 0.532	\$ 0.543	\$ 0.554

(b) The regional overlay is as follows:

Region

Zone 1 – Quebec, Atlantic, Thunder Bay and all other Ontario, Saskatchewan, Manitoba	100%
Zone 2 – South Western Ontario, GTA, British Columbia, all other Alberta, shared depots surrounding mechanized plants	110%
Zone 3 – Calgary, Edmonton, Fort McMurray, Nunavut, Northwest Territories, Yukon	115%

(c) The following wage progression is based on the seniority date for new route holders and permanent relief employees subsequent to December 31, 2012. Such employees shall first be placed at the minimum actual wage progression level and will progress through the levels based on the anniversary of their seniority date.

All existing route holders, as of December 31, 2012, shall be placed at the appropriate progression level based on their seniority date and will progress through the levels based on the anniversary of their seniority 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%

(d) For all changes to routes that occur in 2012, the Appendix “A” values below will be used to determine the wage adjustment.

- i)** 13.5 ¢ per point of call;
- ii)** 25 ¢ per non-centralized point of call;
- iii)** 43 ¢ per point of call located inside a commercial building;
- iv)** \$1.00 per stop for personal contact items delivered to the door;
- v)** 46 ¢ per kilometre;
- vi)** \$1.00 per lock change;
- vii)** 1 ¢ per set of householders (up to 500 grams) per point of call;
- viii)** 30 ¢ per street letter box clearance;
- ix)** 40 ¢ per retail postal outlet clearance;
- x)** 13 ¢ per bag service;
- xi)** 25 ¢ per pickup service;

- xii)** 10 ¢ per set of householders (between 500 and 1,000 grams) per point of call;
- xiii)** 15 ¢ per set of householders (from 1,000 grams to 2,000 grams) per point of call.

3. Variable Allowance

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

Householder Sets (per point of call)

Less than 500 grams	1.0 cent
Greater than 500 grams and less than 1,000 grams	10.0 cents
From 1,000 to 2,000 grams	15.0 cents

Other

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

Beginning January 1, 2014, householder sets (per point of call) less than 500 grams will be increased to one point five (1.5) 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.

4. Knowledge Sort and Civic Addressing Allowance

- (a)** Subsequent to January 1, 2013, an employee performing sortation on a route identified as requiring a knowledge sort (a route with no civic addressing at the sortation case) shall be entitled to five (5) cents per day per point of call requiring a knowledge sort. The entitlement under this paragraph exists for a maximum of three (3) months. If civic addressing is implemented on points of call during that period, the entitlement for the affected points of call ends and paragraph (b) applies.
 - (b)** Subsequent to January 1, 2013, if an employee owns a route and civic addressing changes are implemented to points of call on the route, the route holder shall be entitled to five (5) cents per day per point of call for each point of call on the route receiving a complimentary redirection of mail by the Corporation. The entitlement under this paragraph exists for six (6) months and will be payable to any relief employee covering the route.
 - (c)** The amounts in paragraphs (a) and (b) shall only be paid to the employee performing the sortation activity on the route.
- 5.** The special allowance that was being paid, prior to the coming into effect of this collective agreement, for the use of a specific type of vehicle shall continue to be paid as long as the employee is required to use such a vehicle and the employee retains the route for which the vehicle was originally required.

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

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

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

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

APPENDIX “B”

**NOTICE OF CHANGE IN UNION AFFILIATION
OR STATUS CHANGE**

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

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

APPENDIX "C"

HUMAN RIGHTS TRAINING

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

Re: Human Rights Training

Dear Mr. Lafleur:

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

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

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

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

Sincerely,



Rob Sinclair
Chief Negotiator

APPENDIX "D"

UNION EDUCATION FUND

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

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

APPENDIX "E"

ON CALL RELIEF EMPLOYEES

1. As of January 1, 2014, on call relief employees will be utilized in postal installations with six (6) or more RSMC routes.
2. Should the Corporation encounter staffing difficulties in the postal installations referred to above, the parties agree to consult locally on solutions to the staffing difficulties.
3. On call relief employees shall be paid at the minimum progression level of the Appendix "A" activity values and variable allowance of the route being replaced. Unless a corporate vehicle is provided, the appropriate vehicle expense will apply.
4. Every active on call relief employee shall receive a payment of two hundred and fifty dollars (\$250.00) for each quarter in which they work at least fifteen (15) days and remain an on call relief employee at the completion of the quarter. This entitlement opportunity commences in the first full quarter following the signing of the collective agreement. The quarters are measured in accordance with the relevant calendar year (March 31, June 30, September 30 and December 31).
5. In postal installations with more than one on call relief employee, assignments to cover vacation leave not assigned to permanent relief shall be offered to on call relief employees in the order of their ranking dates. The ranking date of on call relief employees shall be determined by their last hiring date. If more than one employee has the same hiring date, the random number system will be used to determine the rank.

- 6.** Vacation pay will accumulate, at four (4) percent of actual wages as defined in Appendix "A" of the collective agreement, throughout the calendar year and will be paid no later than March 31, of the following year.
- 7.** On call relief employees shall receive a boot allowance in the amount of sixty dollars (\$60) in each quarter that they receive the payment under paragraph 4.
- 8.** On call relief employees shall be entitled to leave on the designated general holidays if the holiday falls on an assigned working day. Each month, in respect to the payment of general holidays, on call relief employees shall receive pay equal to four point four (4.4) percent of their actual wages as defined in Appendix "A".
- 9.** The collective agreement shall apply to on call relief employees, except for the following provisions: Articles 8, 11, 12.01, 12.02, 12.03, 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, 33.01 (b), Appendices I and F.
- 10.** The Corporation may authorize the use of a type of vehicle other than the one specified on the route being replaced for on call relief employees. However, no payment will be made for additional trips on the route unless the on call relief employee has provided at least the minimum size vehicle required for the route as indicated in the Schedule "A" of the Mail Transportation and Delivery Agreement for the route, and the additional trip has been authorized by the Corporation.
- 11.** This Appendix renders all other national memoranda of agreements regarding on call relief null and void, including the memoranda signed on December 20, 2006, June 19, 2007, June 20, 2007 and December 12, 2007.

APPENDIX "F"

PERMANENT RELIEF EMPLOYEES

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

APPENDIX “G”

ACCOMMODATION

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

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

APPENDIX “H”

ABSENCE COVERAGE

As of January 1, 2014, the Corporation agrees to assume responsibility for replacement of absences recognized under the collective agreement for route holders in postal installations with six (6) or more RSMC routes.

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

APPENDIX "I"

CORPORATE TEAM INCENTIVE

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

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

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

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

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

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

APPENDIX "J"

CHILD CARE FUND CONTRIBUTIONS

- 1.** As of January 1, 2010, the Corporation shall pay into the trust fund established by Appendix "L" of the collective agreement between the Canada Post Corporation and the Canadian Union of Postal Workers (Urban Operations collective agreement) sixty-five thousand dollars (\$65,000.00). These monies will be paid to the fund within fifteen (15) days of the date the Corporation receives the applicable quarterly financial statements of the fund from the Union.
- 2.** The amounts allocated to the fund pursuant to paragraph 1 will not be included in any determination that the fund has exceeded two million five hundred thousand dollars (\$2,500,000.00).

APPENDIX “K”

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

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

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

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

AND WHEREAS employees who receive a corporate-provided RHD vehicle will no longer receive a vehicle expense as per clauses 33.01 (c) and (d) 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 (c) and (d) 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.

LETTER 1

December 21, 2012

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

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

Dear Mr. Lafleur:

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

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

Sincerely,

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

Rob Sinclair
Chief Negotiator

LETTER 2

December 21, 2012

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

Re: Paramedical Services

Dear Mr. Lafleur:

This letter confirms the parties' agreement that for the benefits referred to in Article 22.05 of the collective agreement, the following paramedical services are covered when provided out-of-hospital and reimbursed at eighty per cent (80%), up to the following maximum amounts:

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Rob Sinclair', written in dark ink.

Rob Sinclair
Chief Negotiator

LETTER 3

December 21, 2012

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

Re: Sortation and Delivery Value Study

Dear Mr. Lafleur:

1. The parties agree there will be a study to assess the appropriateness of the sortation and delivery values assigned to the activity components in paragraph 2 (a) of Appendix "A" of the collective agreement, as well as a review of the work content associated with completion of the variable components detailed in paragraph 3 of Appendix "A".
2. The study and subsequent review will begin on June 1, 2014 and be completed by December 31, 2015.
3. The study shall include a maximum of ten (10) routes each from rural, suburban and urban locations. The total combined number of routes in the study shall not exceed thirty (30). The Corporation shall consult with the Union regarding selection of the routes that are to be studied.
4. The parties agree to jointly review the findings of the study at the national level.
5. No part of this study shall be interpreted in a manner that restricts the Corporation's right to manage and operate its business as it sees fit, subject to the restrictions imposed by law or by terms of this collective agreement.

6. All costs related to this study shall be shared equally by the parties.

7. This letter and the obligations herein shall expire at the conclusion of the study or on December 31, 2015, whichever occurs first.

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: Appendix "A" Regions

Dear Mr. Lafleur:

This letter provides clarification regarding the composition of each zone identified in the regional overlays provided in Appendix "A" paragraph 2 (b).

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

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

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

Sincerely,



Rob Sinclair
Chief Negotiator

LETTER 5

December 21, 2012

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

Re: On Call Relief Employee Groupings

Dear Mr. Lafleur:

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

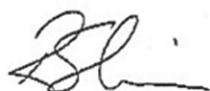
1. The parties may, through consultation at the local level, create additional OCRE positions. Any decision(s) in this regard must be approved by an authorized national representative of the Corporation. The total number of OCRE positions in an OCRE grouping at any one time during the life of the collective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

Sincerely,



Rob Sinclair
Chief Negotiator

Canada Post Corporation



Rob Sinclair
Chief Negotiator



Yves Bédard



Maysa Hammad

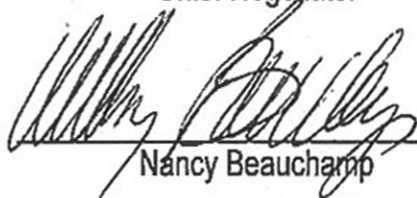


Jeff Leech

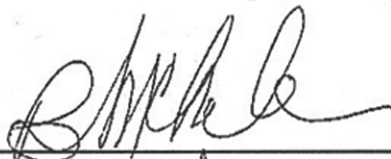
The Canadian Union of Postal
Workers



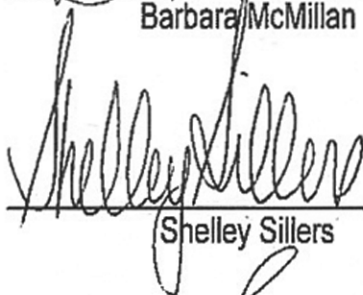
Donald Lafleur
Chief Negotiator



Nancy Beauchamp



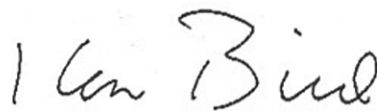
Barbara McMillan



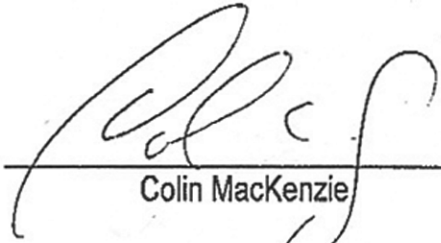
Shelley Sillers



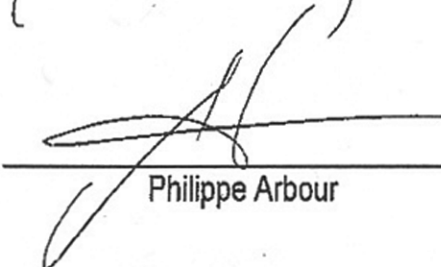
Susan Wilson



Ken Bird



Colin MacKenzie



Philippe Arbour

SIGNED AT OTTAWA, this 21st day of the month of December, 2012.