

**Collective Agreement**

Between

***Purolator***

And

**The Public Service Alliance  
of Canada**



Expires December 31, 2022

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## Article 1: Purpose

### 1.01 Purpose of the Agreement

The purpose of this Collective Agreement between the Public Service Alliance of Canada, hereinafter referred to as "the Alliance or the Union" and Purolator Inc. hereinafter referred to as "the Company", is to establish orderly relations between the parties and to set rates of pay, hours of work, other working conditions of employment and to provide an appropriate procedure for the resolution of grievances and problems during the term of the Collective Agreement, as well as to promote good relations and a climate of co-operation between the Company and its employees represented by the Union.

### 1.02 Titles

The titles and sub-titles used in this Agreement are for reference purpose only and shall not be used in the interpretation of any of its provisions.

### 1.03 Definitions

For the purpose of this Agreement:

- a) "Casual employees" are employees who work on an irregular or sporadic basis.
- b) "Continuous Service" means uninterrupted employment with Purolator Inc.
- c) A "Freestanding" or "Stand-alone" Retail Store is a retail location that is not attached to a terminal.
- d) "Grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.
- e) "Local Union" means a fully constituted local by the Union of Postal Communications Employees representing members of the bargaining unit.

- f) "Relief employees" are employees who perform work in any classification for temporary fluctuations in volume, absenteeism, temporary vacancies or emergencies. Relief employees will have a weekly schedule of guaranteed hours which is the number of hours per week the employee will work as a minimum. The weekly schedule of guaranteed hours can be changed by giving the relief employee notice of the change during the week prior to the week the change is effective. For the purposes of layoff and payroll administration only, relief employees will be classified as Depot Support Representatives.
- g) "Regular employees" are full-time or part-time employees with permanent regularly scheduled weekly hours.
- h) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for more than one year and who has been identified in writing to the Company as the employee's spouse regardless of gender.
- i) "Temporary employees" are employees hired for a specified term of employment with temporary regularly scheduled hours who will not be used to circumvent the hiring of regular employees.
- j) "Union" means the Public Service Alliance of Canada (PSAC) or the Union of Postal Communications (UPCE) as the case may be.
- k) "UPCE" means the Union of Postal Communications Employees a component of the Public Service Alliance of Canada.

## **Article 2: Recognition**

### 2.01 Certification and Recognition

The Company recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board in file No. 10449-U on the 19<sup>th</sup> day of June, 2013.

### 2.02 Exclusive Agreement

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

## **Article 3: Management Rights**

### 3.01 Acknowledged Right

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

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

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

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

#### **Article 4: Strike/Lock-Out**

4.01 **No Strike/Lock-Out**

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

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

4.02 **Picket Lines**

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

#### **Article 5: Union Security**

5.01 **Maintenance of Membership**

Employees who are members of the Union at the time this Agreement is signed, as well as those who subsequently become members, must maintain their membership in the

Union in good standing as a condition of continued employment. At the time of initial hire, all new employees will become members of the Union. The Company will ensure that new employees sign Union cards and will forward the cards to the local Union as soon as possible.

5.02 Dues Deductions

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

5.03 Monthly Dues

The Union shall inform the Company in writing of the authorized monthly deduction for each employee.

5.04 New Employee

Monthly dues deductions for an employee will start with the first calendar month of employment to the extent that earnings are available.

5.05 Remittance

The amounts deducted in accordance with clause 5.02 shall be remitted to the Comptroller of the Union by cheque in the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

5.06 Arrears

Whenever there is a new hire or a change in an employee's status, the Company agrees to notify the Local Union as soon as possible. The Union will notify the Company in



writing of any arrears in dues. The Company will commence deductions in amounts prescribed by the Union in such written notice and forward such monies to the Union along with the monthly dues as prescribed for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.

5.07 Bargaining Unit Work

A person who is not part of the bargaining unit will not normally perform bargaining unit work. However, it is expressly understood that persons who are not part of the bargaining unit may perform bargaining unit work in the following cases:

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

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

5.08 Tax Forms

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

## Article 6: Grievance Procedure

### 6.01 General

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

### 6.02 Definitions

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

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

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

### 6.03 Time Limit to File a Grievance

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

### 6.04 Verbal Step

- a) When an employee has a problem that may give rise to a grievance, they should first discuss it with their immediate manager in an attempt to resolve the issue. The employee may be accompanied by a Union steward for this discussion.
- b) Where the employee chooses to continue the process because the problem has not been resolved

by the discussion in paragraph (a) or the employee has opted not to follow paragraph (a), they shall bring the matter to the attention of a Union steward. The steward shall schedule a meeting with the manager to discuss and attempt to resolve the issue. This meeting shall be held within five (5) working days following notice by the Union steward.

- c) The manager will give their answer within five (5) working days following the discussion in 6.04(b).
- d) The period between the steward's initial contact with the manager and the manager's final answer shall not count as elapsed time for the purpose of the grievance time limit noted in 6.03.

6.05 Written Step

Following the Verbal Step and where the grievance has not been satisfactorily resolved, the Union may submit a written grievance to the Company within the time limit noted in 6.03. The grievance form must be signed by the employee. When a grievance is submitted, the Company's representative shall immediately sign and date all copies of the grievance.

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

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

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

6.06 Suspension or Dismissal

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

6.07 Union Grievance

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

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

6.08 Company Grievance

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

following the said meeting or the expiry of the time limit set to hold the said meeting.

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

6.09 Written Statement

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

6.10 Mutual Agreement in Writing

All decisions taken by mutual agreement in writing between the designated representatives of the Company and the Union, at any time during the grievance and arbitration procedures, shall be final and binding upon the Company, the Union and the employees.

6.11 Time Limits

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

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

- 6.12 No Threats or Intimidation  
No person who is employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an employee to refrain from processing a grievance in accordance with provisions of this Article.
- 6.13 No Loss of Regular Wages  
An employee will not lose any regular wages for attending a verbal or written grievance meeting with the Company. If a grievance involves more than one employee or if several grievances of the same or similar nature are being dealt with, only one employee may attend the verbal or written grievance meeting unless there is mutual agreement between the parties to allow more employees to attend.
- 6.14 Monetary Compensation  
Any grievance resolution which results in a financial settlement shall be paid no later than twenty (20) working days after the date of resolution. Such payment will be indicated on the paystub, where possible.

### **Article 7: Arbitration**

- 7.01 Notice of Arbitration  
Where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party within the time limit provided for in Article 6.  
Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 6 of the present agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there

indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

7.02 Appointment of an Arbitrator

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

7.03 Final and Binding Decision

The arbitrator's decision shall be final and bind the Company, the Union and the employees concerned. The arbitrator shall not be authorized to alter, modify or amend any part of this agreement, nor to render any decision incompatible with the provisions of this agreement, or to consider any matter not pertaining to the present agreement. The Company will provide the arbitrator with a copy of the Collective Agreement.

7.04 Fees and Expenses

The parties will equally share all the fees and expenses of the arbitrator.

7.05 Authority of the Arbitrator

The arbitrator may, in the case of discharge or of disciplinary measures imposed on employees having acquired seniority rights, confirm, modify or annul the decision of the Company, or, as the case may be, substitute

any other sanction which appears to them to be just and reasonable under the circumstances.

7.06 Decision

The arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

7.07 Expedited Arbitrations

By exception to clauses 7.02, 7.03, 7.04 and 7.06, the parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The guidelines to the procedure are:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral. If the commencement of the hearing is delayed beyond the ninety (90) day period specified herein, the grievance shall be deemed to have been abandoned unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.
- b) The parties agree not to use outside counsel to argue a case at expedited arbitration.
- c) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing. When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible, but at all times within ten (10) days of the date of the hearing.
- d) The decision of the arbitrator shall not constitute a precedent and shall not be referred to in any



subsequent arbitrations (expedited or not). Further, such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement.

- e) Such decisions from the expedited format shall be final and binding upon the parties.
- f) The arbitrator(s) shall be chosen by mutual agreement between the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.
- g) The provisions of clauses 7.01 and 7.05 apply to the expedited arbitration procedure.

7.08 Scheduling Formal and Expedited Arbitrations

Grievances referred to arbitration will normally be scheduled to be heard within ninety (90) days from the date of referral unless either of the parties has a valid reason why it is unable to proceed within the ninety (90) days or unless the hearing is delayed by the arbitrator. In such cases the hearing will be scheduled as soon as reasonably possible thereafter.

**Article 8: Probationary Period**

8.01 Probationary Period

The probationary period for all employees is sixty (60) days effectively worked.

8.02 Discharge During Probationary Period

The probationary period is a period during which the Company determines if an employee is suitable to remain in its employ. In the case of discharge, a probationary employee may not avail themselves of the grievance and arbitration procedure.

8.03 End of Probation

Upon completing their probationary period, an employee shall have their name entered on the seniority list, effective from the first day of their probationary period, and may exercise their seniority rights in the manner provided for in the present Collective Agreement.

**Article 9: Seniority**

9.01 Definition

Seniority is the total length of continuous employment by a regular employee with the Company on a full or part-time basis, within the bargaining unit. Seniority shall be used:

- a) In the choice of vacation periods within the work section;
- b) In the application of the staffing procedure;
- c) In the application of lay-off and recall provisions.

9.02 Loss of Employment and Seniority

An employee loses their seniority rights and their employment is terminated in the following cases:

- a) If they resign;
- b) If they are discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If they have been laid-off and not recalled for a period of twelve (12) consecutive months (fifteen (15) consecutive months for an employee who has five (5) or more years of seniority at time of layoff);
- d) If they are absent from work for three (3) or more consecutive working days without the authorization of their immediate supervisor;
- e) If they do not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if they do not return to work

within the delays therein provided, without a valid reason.

- f) If they are absent from work by reason of illness or accident, other than a work related accident, and their short or long-term disability benefits run out, they will maintain their seniority for the sole purpose of recall to the length of their seniority up to a maximum of five (5) years from the first day of absence.
- g) If they are absent from work by reason of a work-related accident for which the WCB pays benefits, for a consecutive period of twenty-four (24) months, or for longer period if specified by law, they will maintain their seniority for the sole purpose of recall to the length of their seniority up to a maximum of five (5) years from the date of accident.

#### 9.03 Seniority Lists

- a) A seniority list for each site shall be revised every three (3) months following the signing of the Collective Agreement and will be posted in the site concerned and a copy will be forwarded to the Union Local. In addition, a composite list of all employees shall be forwarded to the Union Local at the same time.

These lists shall indicate the following:

- (i) Name of employee;
- (ii) Date of appointment;
- (iii) Job site;
- (iv) Job title;
- (v) Classification and level;
- (vi) Seniority date;
- (vii) Full-time or part-time.

- b) For purposes of this article job sites shall be based on domicile terminals as follows: 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6) Burnaby – including Lonsdale Retail, 7) Richmond – including City Square Retail and West Pender Retail, 8) Port Kells – including Willowbrook Retail, Nordel Retail and Abbotsford Retail.

9.04 Promotion to a Position Outside the Bargaining Unit

An employee promoted to a position outside the bargaining unit accumulates seniority during a period of one hundred and eighty (180) calendar days from the effective date of promotion. During this period, the employee may return to their position within the bargaining unit. At the end of this period of one hundred and eighty (180) calendar days, the employee loses seniority and all rights and advantages provided for in the present agreement.

9.05 Posting of Seniority Lists

- a) The seniority lists referred to in 9.03 above shall be posted on all Union bulletin boards. Within a period of thirty (30) calendar days of the original posting an employee may challenge the list and ask the Company to rectify it.
- b) In cases of amendment the Company shall advise the Union in writing.
- c) Once the thirty (30) day period is ended, the list shall be considered official subject to the objections raised during the period of posting.
- d) If the employee is absent during all of the posting period the employee may contest their seniority credit within the next thirty (30) days.

## Article 10: Job Postings

### 10.01 Provisions

- a) Any permanent vacancy shall be posted in the posting area where the vacancy exists for a period of three (3) consecutive working days. The posting areas shall be: 1) Lower Mainland (Hope and westward), 2) Vancouver Island and Gulf Islands and 3) Remainder of B.C. The information which shall appear on the posting is:
- the classification;
  - the work schedule, start and finish time and days;
  - the wage scale;
  - the date of posting and the period of posting;
  - the minimum qualifications required for the position;
  - the person to whom the application must be submitted.

Once a position has been vacated it will be posted within the following three (3) working days, unless the position is abolished.

Seniority shall be the governing factor provided the individual is qualified to perform the work. For the purposes of this article, date of hire for probationary employees and for casual employees shall be used to establish seniority in the staffing procedures, except that regular employees shall have priority over casual employees for filling job postings and temporary vacancies.

- b) Employees wishing to apply for a posted position must do so within the three (3) working day posting period using the form provided by the Company. Only employees in the posting area concerned may apply to a posted vacancy.

However, should there be no successful candidate from within the posting area, then transfer requests from other posting areas will be considered prior to hiring from outside the bargaining unit.

- c) No employee shall be awarded more than four (4) permanent posted vacancies in any one (1) calendar year.
- d) Any employee absent by reason of sickness, accident, vacation, maternity leave, parental leave, adoption leave, or care and nurturing leave for a period of thirty (30) calendar days or less, shall have the opportunity to bid on any vacancy which has been posted during their absence. The employee must submit their bid to the Company within three (3) working days of their return to work. The displaced employee will return to their original position.
- e) Any employee absent by reason of sickness, accident, vacation, maternity leave, parental leave, adoption leave, or care and nurturing leave for a period of more than thirty (30) calendar days, shall have the opportunity to bid on any vacancy which has been posted during the thirty (30) calendar days preceding their return to work. The employee must submit their bid to the Company within three (3) working days of their return to work. The displaced employee will return to their original position.

#### 10.02 Request for Transfer

An employee may submit a request for transfer from their posting area to another posting area. The request for transfer shall be valid as of the first (1<sup>st</sup>) of the month following the receipt thereof.

An employee shall have their name struck from the list of requests for transfer in the event they refuse to accept a

vacant position in the same classification and with the same schedule of work as that indicated in their request for transfer.

A transferred employee shall retain all seniority rights upon their transfer.

Upon request a copy of the transfer list will be provided to the Local Union Executive.

#### 10.03 Temporary Vacancies

- a) Temporary vacancies shall be defined as:
  - i) vacancies of less than six (6) months, or;
  - ii) special leaves granted pursuant to Article 19, or;
  - iii) an absence caused by illness or injury
- b) In cases where the Company requires a temporarily vacant position to be filled by an incumbent for more than two (2) weeks and less than six (6) months the Company will utilize a qualified relief employee within the job site, if available.
- c) The initial temporary vacancy of six (6) months or more will be posted. The subsequent vacancy will also be posted. Any further vacancies created will be filled as per Article 10.03 (b).
- d) For purposes of this article job sites shall be based on domicile terminals as follows: 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6) Burnaby – including Lonsdale Retail, 7) Richmond – including City Square Retail and West Pender Retail, 8) Port Kells – including Willowbrook Retail, Nordel Retail and Abbotsford Retail.

#### 10.04 Acting Assignment

- a) Employees will perform work in any classification as required for operational needs.

- b) An employee who fulfills the duties of a job with a higher wage level than their own for three (3) or more hours per week will be entitled to receive the next highest pay rate of the higher rated job for the period of time they performed the higher rated job.

10.05 Posting Results

- a) The Company will post the name of the successful candidate and will provide a copy to a member of the Local Executive within 5 days of the decision being made.
- b) If an employee obtains a posting and the new position has a higher wage rate and/or a greater number of hours than their current position, then effective the sixteenth (16<sup>th</sup>) working day following the expiry of the posting, if the employee has not yet been placed in their new position, they will be entitled to be remunerated according to the wage rate and/or scheduled hours of their new position.

10.06 Quarterly Review

A quarterly hours review will take place for the bargaining unit during Joint Consultation pursuant to Article 22. This review is intended to determine if new positions should be created or if existing positions should be increased in hours. Should a concern arise during the review the Company will utilize and share with the Local supporting documentation to determine hours worked. The Company will not wait for the quarterly review to create a new position or increase hours on an existing position in cases where it is clear that there is an immediate and ongoing need for the creation of a position or increase of hours in an existing position.



## **Article 11: Lay-offs and Recalls**

### **11.01 Displacement**

A regular employee who for any reason has their position eliminated or who has their weekly scheduled hours reduced by more than 5 hours shall be entitled to displace another employee in their site provided the employee possesses the required qualifications and seniority, according to the following procedure:

- a) The first full time employee so affected may displace a junior full time employee in any classification;
- b) The second full time employee so affected may displace a junior full time employee in any classification;
- c) The third full time employee so affected may displace a junior full time employee in any classification;
- d) The fourth full time employee so affected may displace the most junior full time employee in any block of weekly scheduled hours in any classification;
- e) Any full time employee so displaced may displace the most junior full time employee in any block of weekly scheduled hours in any classification;
- f) The most junior full time employee may displace the most junior part time employee in any block of weekly scheduled hours in any classification;
- g) Part time employees affected may displace the most junior part time employee in any block of weekly scheduled hours in any classification;
- h) Should the employee decide not to displace another employee, or be unable to exercise their right to do so, the employee is then laid off.

For purposes of this article job sites shall be based on domicile terminals as follows: 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6) Burnaby – including Lonsdale Retail, 7) Richmond – including City Square Retail and West Pender Retail, 8) Port Kells – including Willowbrook Retail, Nordel Retail and Abbotsford Retail.

11.02 Lay-off Notice

The Company will endeavour to provide as much advance notice of a lay-off as is reasonably possible.

11.03 Recall

Laid off employees will be recalled to work in order of seniority, subject to possessing the skills and qualifications required by the Company.

11.04 Recall List

The names of all employees laid off by the Company shall be placed on a recall list. A separate recall list will be established for each "job site".

11.05 Reporting to Work

An employee is not obliged to report to work after having received a recall notice, following the employee's layoff, in the following cases:

If the employee is prevented from doing so by illness or accident which is supported by medical documentation;

If the employee was working full-time before their layoff and the recall is for a part-time position.

## **Article 12: Hours of Work**

### **12.01 Work Week**

The normal hours of work for full-time employees are seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week. Any employee scheduled for less than seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week shall be considered to be a part-time employee. Full-time employees will normally have their work week scheduled over a period of five (5) consecutive days. Subject to the operational needs of the business, the Company will endeavour to provide part-time employees with two (2) consecutive days of rest per week.

### **12.02 Modifications**

Work schedules and daily hours of work will be established and adjusted according to the needs of the Company. The Company will advise the Union of any group modifications and the reasons for the modifications at a meeting called by the Company, and will give consideration to any Union input regarding the group modification.

With the mutual consent of the Union and the Company, work schedules with hours in excess of those provided for in clause 12.01 may be discussed and introduced in Joint Consultation pursuant to Article 22.

### **12.03 Lunch Period**

Subject to operational requirements:

- a) Employees who are scheduled for a seven and a half (7 ½) hour shift shall be allowed an unpaid lunch period of between thirty (30) and sixty (60) minutes, scheduled as close as possible to the mid-point of the employee's shift;

- b) Part-time employees who are required to work six (6) hours or more per day shall be entitled to an unpaid lunch period of between thirty (30) and sixty (60) minutes at a time authorized by the immediate supervisor.

12.04 Break Periods

The Company's current practice regarding break periods will continue for the term of this Collective Agreement.

12.05 Breaks/Lunch Periods on Unscheduled Days

The break and lunch periods provided for in this article also apply to days worked outside of an employee's normal schedule.

**Article 13: General**

13.01 Pay-Error

a) Overpayment

In the event the Company overpays on the pay cheque of an employee, the amount overpaid will be deducted, following notice to the employee, on the next pay cheque of the employee where it is possible to do so after discovery of the error or notice thereof by the employee to the Company, the whole according to the agreement reached between the Company and the employee concerned. Failing such an agreement, the Company will establish the provision of reimbursement, which shall be such that the employee will not have more than twenty percent (20%) of their gross salary deducted per pay, up until such time as the amount overpaid has been reimbursed to the Company. It is agreed that the employee will advise the Company immediately upon discovery of such an error.

b) Pay Shortage

In the event the Company underpays an employee by \$40 or more of the employee's gross earnings and this pay cheque error is attributable to the Company, the Company, where it is possible to do so after discovery of the error, will correct this error on the working day following notice by the employee or in any event no later than the next pay cheque of the employee.

13.02 Precedence

In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

13.03 Copies of Collective Agreement

The Company agrees to supply each employee with a copy of the Collective Agreement as soon as possible from receipt from a unionized printer or at a maximum of ninety (90) days after signing the Collective Agreement. The Union will receive twenty-five (25) copies of the Collective Agreement for their internal use.

13.04 New Classification

In the event of the creation of a new classification, the Company shall send to the Union two (2) copies of its title, basic description, qualifications and wage rate. At the request of the Union, the parties shall meet within the shortest delay possible to discuss and settle any disagreement with respect to the wage rate or wage scale and/or the functional group. The Union must request in writing, within the fifteen (15) working days following

receipt of such information, the holding of such a meeting, failing which it may not have recourse to the grievance and arbitration procedure.

If a disagreement persists at the conclusion of the meeting, the Union may refer the case directly to arbitration by filing a written grievance within the ten (10) working days following the said meeting. In such a case, the provisions contained in Articles 6 and 7 of the present agreement shall apply.

13.05 Purchase Merger

The Company agrees to advise the Union in writing in the event it acquires by purchase the affairs or operations of another Company which are of such a nature to be covered by the bargaining certificate (#10449-U) and where such operations are to be merged with the existing operations of the Company.

The issue of integrating employee seniority shall be mutually agreed to by the parties. In the event that as a result of a purchase/merger, closure of a depot, or relocation of employees covered by the Collective Agreement, and employees are laid off permanently, the Company agrees to provide severance pay as per the provisions of the Canada Labour Code.

13.06 Technological Change

The Company will abide by the technological change provisions of Part I of the Canada Labour Code.

13.07 Harassment/Discrimination

a) Sexual/Personal Harassment

The Union and the Company recognize the right of employees to work in an environment free from sexual and personal harassment.

- i) Sexual harassment is defined as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee, or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- ii) Personal harassment is defined as any improper behaviour by an individual that is directed at and offensive to an employee which the individual knows or reasonably ought to know would be unwelcome. This comprises bullying, objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Harassment does not include the good faith exercise of managerial or supervisory duties.

b) No Discrimination

The provisions of the Canadian Human Rights Act shall be adhered to. The Union and the Company agree that there shall be no discrimination on the grounds of race, national or ethnic origin, colour, religion, age, sex, gender identity or expression, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

- c) Employees have the right to Union representation and may choose to exercise their right pursuant to this article in accordance with Article 6. Grievances under this article will be handled with all possible confidentiality and dispatch by all parties.

13.08 Access to Personal File

Upon request of an employee, at reasonable intervals, the personal file of that employee shall be made available for

their examination, within three (3) working days following the request, in the presence of an authorized representative of the Company.

13.09 Disciplinary Action

Notice of disciplinary action which may have been placed on the personal file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action was taken. The Company will send the Local Union a copy of disciplinary letters given to employees.

An employee who receives written discipline must sign a statement attesting receipt of such discipline. The employee's signature does not constitute an acceptance of the disciplinary measure, but only acknowledges receipt of the discipline.

13.10 Presence of a Union Steward

Once the Company has concluded a disciplinary investigation and written discipline is to be dispensed to an employee, the Company will advise the employee and the Union that such discipline is forthcoming the next day. The employee may be accompanied by a steward at the meeting where the discipline will be dispensed.

Where an employee requests the presence of a steward, and a steward is unavailable, the employee may request the presence of another Union representative.

13.11 Performance Review

When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee will sign the assessment form within 15 days of its completion. Upon written request a copy of the assessment form will be provided to them at that time. An



employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate their concurrence with the statements contained on the form.

13.12 Time Limit to Impose a Disciplinary Measure

The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee within fifteen (15) working days following the incident or knowledge of such incident by the Company; otherwise, this sanction shall be rendered null and void for the purposes of the present Agreement. This period may be extended by mutual agreement between the Union and Company.

In the case of a criminal investigation the time period does not commence until all conclusions have been drawn from the investigation.

13.13 Performance Review Document

Employees will be shown the performance review document used by the Company. If this document is modified or replaced by a new document, employees will be shown the new document.

**Article 14: Union Representation**

14.01 Stewards

The Union may appoint a steward at each establishment. The appointment of more than one (1) steward at a location requires the consent of both the Company and the Union. By exception to this, it is agreed that the Union may appoint up to three (3) stewards at the Richmond depot and two (2) stewards at the Burnaby depot. The Union may also appoint alternate stewards to act in the place of the regular stewards if they are absent from work. A list of all stewards and alternates will be provided to the Company.

Shop stewards may inquire about any grievance originating from their establishment and assist any employee who wishes to make one. However, a steward must, prior to leaving their position of work, obtain the authorization of their supervisor which shall not be unduly refused. The supervisor will, keeping in mind operational requirements, authorize a reasonable period of time during which the shop steward may be absent from their work to inquire about the grievance.

The parties agree that in the case where any employee, other than the shop steward, is involved in the inquiry concerning a complaint or a grievance, any such meeting or inquiry must be held outside the working hours of the employee concerned.

14.02 Names of Stewards

The Union shall notify the Company promptly, in writing, of the names of its stewards.

14.03 Bulletin Boards

The Company will make available to the Union, in an appropriate location in each establishment covered by the present agreement, a separate bulletin board upon which the Union, acting reasonably, may post its official notices and communiques. Subject to consultation with the Union, the Company may remove notices and communiques which the Company, acting reasonably, considers adverse to its interests.

The Company will allow the Union to remove any document, not recognized by the Union representative, found on the Union's bulletin board or section of bulletin board as the case may be.

14.04 Union Representative

After prior notification to local management, a national or regional representative of the UPCE or PSAC will be granted permission to meet, in the Company establishment, any employee or Union steward without interrupting normal operations. These meetings will be conducted outside of the working hours of the employee and/or Union steward concerned.

14.05 New Employees

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to provide such employees with a copy of the Collective Agreement within two (2) working days from the first day of working on the job. The Company will, at the same time, advise the employee, in writing, of the name, work location, address and phone number of their Union Steward.

14.06 Leave With Pay for Negotiations Meetings

Subject to operational requirements and on receipt of reasonable advance notice, the Company will grant leave with pay to employees selected as delegates to a negotiating committee for the purpose of collective bargaining with the Company, on behalf of the Alliance. The leave shall be for the period of the negotiations meetings, and preparations thereof, plus travelling time to and from the appropriate locations.

14.07 Union Leave of Absence

In the event that the Union requires the services of one of its members covered by this agreement as a full-time Union representative outside of the Company, the employee shall be entitled to a leave of absence without pay for the duration of the Collective Agreement. The employee must provide the Company with at least three (3) weeks advance

notice, in writing, of the date on which they will be returning to work and shall be granted seniority credit for the time on such leave of absence upon their return to work. Such an employee will return to work in their classification and in the office where they were assigned prior to starting the leave of absence provided work in the same classification and office still exists at the time they discontinue the leave of absence. Otherwise, they will be able to displace another employee as per the provisions of the displacement procedure in Article 11.

14.08 Union Steward Leave

Subject to operational needs and on receipt of reasonable advance written notice, the Company shall grant leave without pay to a reasonable number of stewards and/or members of the Union Executive to attend Union conferences, educational seminars and information sessions. Such leave shall not be unduly refused.

14.09 Meetings Between the Union and Company

The Company may grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

14.10 Local Union Leave

Subject to operational requirements, leave without pay to attend to Local Union business will be provided to up to two (2) union representatives on the following basis:

- 1) Prior notice of five (5) working days must be provided to the Company including the time requested off and the individual(s) involved.
- 2) The leave will not exceed two (2) working days.
- 3) The individuals on leave will be away from the work site and will not interfere in the Company's operations in any way.

14.11 Reimbursement for Leave

For the purposes of Article 14.08 and 14.10 of the Collective Agreement, employees requesting leave under said articles will continue to be paid by the Company. The Company will bill the Union for all time taken and be reimbursed within sixty (60) days of receipt of the invoice.

**Article 15: Health and Safety**

15.01 Cooperation

Both the Company and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practises shall be governed by the Canada Labour Code and its regulations.

15.02 Respect of the Law

The Company, the Union and the employees collectively undertake to respect the health and safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of all employees.

15.03 Accident Report

The employees undertake to report any work accident immediately, or as soon as possible, to their immediate supervisor or to another Company representative within the depot.

15.04 Right of Refusal

An employee may exercise the right of refusal to perform work constituting an imminent danger, the whole in compliance with the provisions of the Canada Labour Code.

15.05 Possible Ill Effects - Pregnant Employees

When an employee who is pregnant expresses concern about the possible ill effects of their work or work location upon their health or the health of their unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of their choice, the Company shall, where reasonably practicable, modify the employee's job function or reassign them after consultation with the employee and in a manner consistent with the Collective Agreement. The medical certificate must indicate the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

15.06 Health and Safety Committee

The parties agree that a member of the bargaining unit, at each location with a Health and Safety Committee, will be appointed to the Committee, if requested. With mutual agreement, more than one (1) member of the bargaining unit will be appointed to the Committee.

15.07 Pay for Modified Duties

In the case where an employee is unable to perform their duties due to injury or illness, and where the Company provides such an employee with modified duties for rehabilitative purposes for a temporary period of time, the Company will pay the employee at their regular hourly rate for all hours worked performing said modified duties.

15.08 Safety Footwear

a) Where the Company designates mandatory use of CSA approved footwear, employees who have completed their probationary period will be entitled to be reimbursed up to \$125.00 annually for the purchase of

CSA approved safety footwear. The employee must submit a receipt in order to be reimbursed.

- b) Where mandatory use of CSA safety footwear is not in effect, employees who have completed their probationary period will be entitled to be reimbursed up to \$25.00 annually for the purchase of CSA approved safety footwear. The employee must submit a receipt in order to be reimbursed.

### **Article 16: Overtime**

#### 16.01 **General**

Subject to operational and service requirements, the Company shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees. It is understood that the Company will allocate work in such a way as to minimize overtime hours. Overtime work is authorized in advance by the Company. The employee does not control the duration of the overtime work.

#### 16.02 **Definition**

Overtime will be defined as any hours which an employee is required by the Company to work in excess of seven and a half (7 1/2) hours per day or thirty seven and a half (37 1/2) hours per week, and will be paid at the rate of time and one-half the employee's regular wage rate. All training hours will be considered as hours worked for the purposes of calculating entitlement to overtime pay provided that an employee's attendance at the training is required by the Company.

16.03 Overtime

- a) An employee who is not scheduled to perform work, but who at the request of the Company, performs work on the 6<sup>th</sup> day shall be paid one and one half (1 ½) times their regular hourly wage for all such time worked.
- b) An employee who is not scheduled to perform work, but who at the request of the Company, performs work on a 7<sup>th</sup> day shall be paid two (2) times their regularly hourly wage for all such time worked.
- c) Any employee who works on a shift which has been designated as a general holiday for the employee, as per the provisions of Article 18, shall be paid at time and a half (1 ½) their regular hourly wage rate for the hours they actually worked on the general holiday in addition to receiving their regular hourly wage rate for their regularly scheduled hours of work upon said day.

16.04 Assigning Overtime

- a) Overtime shall be allocated on the following basis:
  - 1) The overtime shall first be offered to employees who normally and regularly do the work in question and who are immediately available at work.
  - 2) Where the overtime requirements are not met by following 1) above, the overtime will be offered to employees who possess the skills and qualifications required to perform the work, are immediately available at work and who have put their names on the overtime availability list.
  - 3) Where the overtime requirements are not met by following 1) and 2) above, the



Company has the right to assign the overtime on a mandatory basis in reverse order of seniority. In so assigning overtime, the Company shall attempt to allocate mandatory overtime in a manner intended to equalize the requirements amongst the employees possessing the required skills and qualifications who are available at work, i.e. an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided alternatives for suitable replacement can be found.

- b) Where an employee is overlooked in the offering of overtime, the Company will offer the next applicable overtime assignment to the employee who was overlooked.

16.05 Time Off in Lieu

With mutual agreement between the Company and the employee, an employee may request time off in lieu of overtime pay. Time off in lieu of overtime pay will be taken on the basis of one and one half (1 ½) hours of time off for each overtime hour worked. No employee may accumulate more than one week's worth of their regularly scheduled hours as lieu time. Such lieu time is to be taken no later than February 28<sup>th</sup> of the calendar year following the year in which it is accumulated. The time off will be taken at a time mutually agreeable to the manager and employee.

16.06 Call Back

A minimum of four (4) hours pay at overtime rates will be paid to full-time employees, and a minimum of four (4) hours pay at regular rates will be paid to part-time

employees, in the case of a call back. A call back occurs when an employee is called back to work, without prior notice, after having completed their regular scheduled hours of works and after having left the Company premises. This clause does not apply to employees who have placed their name on the availability list.

### **Article 17: Vacation**

#### **17.01 Components**

Vacation comprises two parts:

- a) Vacation entitlement, i.e. time off.
- b) Vacation pay, i.e. the monies paid for the time off.

#### **17.02 General Provisions**

- a) Vacation is accumulated and taken on a calendar year basis.
- b) As a general rule, vacation entitlement cannot be carried over from one year to the next. If there are extenuating circumstances which may warrant a carry over of vacation, i.e. illness, etc., then a written request may be made by the employee to carry over the vacation. Where the Company grants approval the approval must be in writing with a copy to the employee's file. Employees who carry over vacation to the following year will not normally be granted such approval again the following year.
- c) Vacation time cannot be waived; employees must take their vacation entitlement in each calendar year.
- d) When a general (statutory) holiday falls within the employee's vacation period, the employee will be paid for the general holiday (if eligible). Full-time employees will use four (4) vacation days in order

to make up the full week. The fifth (5th) day of vacation which would normally be used to take a week's vacation will be granted at some other time convenient to both the Company and the employee. Part-time employees will be granted the vacation day saved as a result of this at some other time convenient to both the Company and the employee.

- e)
  - i) Vacation schedules should be completed based on, the seniority of the employee, the preference of the employee, and the operational needs of the job site. For purposes of this article job sites shall be 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6) Burnaby, 7) Richmond, 8) Freestanding Retail Stores in Lower Mainland, 9) Port Kells. The vacation schedule should not adversely affect the operations or customer service.
  - ii) Vacation schedules should be completed no later than March 15<sup>th</sup>.
  - iii) Employees who are entitled to more than two (2) weeks vacation may schedule vacation time in excess of the first two (2) weeks once all other employees have had an opportunity to schedule up to two (2) weeks vacation.
  - iv) By exception to (iii) above, employees who are entitled to five (5) weeks or more vacation may schedule three (3) weeks of vacation time prior to other employees having the opportunity to schedule up to two (2) weeks vacation.
- f) Employees will not normally be eligible to take vacation prior to Christmas Day during the week of

Christmas and during the two (2) weeks prior to the week of Christmas.

- g) For part-time employees a "week of vacation" is defined to be the regularly scheduled weekly hours for the employee.
- h) Once the final, authorized vacation schedule has been posted on March 15th, an employee's vacation period which has been approved and scheduled may not be displaced by another employee.
- i) No employee shall be required to return to work after they have proceeded on vacation.
- j) Approved vacation will only be cancelled or altered in an emergency arising out of unforeseeable circumstances. The employee shall be provided with an explanation of the circumstances necessitating such action.
- k) When the Company cancels or alters a period of vacation which had been authorized and scheduled on the March 15th vacation list, the Company shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Company may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Company.

17.03 Vacation Entitlement

- a) Newly hired employee - hired prior to July 1st
  - i) Employees hired prior to July 1st are entitled to one (1) week vacation, to be taken any time after July 1st of that same calendar year.

- ii) During the calendar year following the year an employee is hired, the employee is entitled to two weeks vacation to be taken in that calendar year, the second week to be taken after the employee's one year anniversary date.
  - iii) In the subsequent calendar years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- b) Newly hired employee - hired on or after July 1st
  - i) Employees hired on or after July 1st are not entitled to any vacation during that same calendar year.
  - ii) During the calendar year following the year the employee is hired, the employee is entitled to take two weeks vacation. The first week can be taken at any time in that calendar year, while the second week cannot be taken prior to July 1st.
  - iii) In the following years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- c) Employees having more than one (1) year of continuous service but less than five (5) years of continuous service are entitled to take two (2) weeks vacation which may be taken at any time in the calendar year with the exception of the employees still in a) or b) above.
- d) Employees having completed five (5) years of continuous service but less than ten (10) years of continuous service with the Company are entitled to three (3) weeks vacation, in the calendar year.
- e) Employees having completed ten (10) years of continuous service but less than fifteen (15) years of

- continuous service with the Company are entitled to four (4) weeks vacation, in the calendar year.
- f) Employees having completed fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service with the Company are entitled to five (5) weeks vacation, in the calendar year.
  - g) Employees having completed twenty-five (25) years or more of continuous service are entitled to six (6) weeks vacation, in the calendar year.

#### 17.04 Vacation Pay - Full-Time Employees

- a) Vacation pay is accumulated in the same calendar year as the entitlement is taken, i.e. vacation pay is earned and taken in the same calendar year. It is accumulated on the basis of a percentage of gross earnings as follows:
  - i) For employees with less than five (5) years at the rate of 4%.
  - ii) Effective on the anniversary date of five (5) years service at the rate of 6%.
  - iii) Effective on the anniversary date of ten (10) years service at the rate of 8%.
  - iv) Effective on the anniversary date of fifteen (15) years service at the rate of 10%.
  - v) Effective on the anniversary date of twenty-five (25) years service at the rate of 12%.
- b) For each week of vacation taken, an employee will receive as vacation pay an amount equivalent to their normal weekly salary, with the exception of employees covered by e) below.  
By exception to the above paragraph, an employee who is travelling on vacation may request, in writing, to receive the appropriate vacation monies the week prior to their departure. The request must

be submitted at least four (4) weeks prior to the departure date.

- c) Any vacation accrual owed to the employee at the end of the calendar year will be paid out in January of the following year.

The sole exception to this will be for regular employees newly hired in that calendar year, or employees who have been authorized to carry over vacation to the following year. Such employees will have any balance owed forwarded to the vacation pay accrual for the next calendar year. Any monies owed at the end of that subsequent calendar year will be paid out in January of the following year.

- d) Employees who have been unable to take their vacation due to uncontrollable circumstances and who have not received proper authorization to carry over vacation to the subsequent year will have any vacation monies owed paid in January of the following year.

- e) Employees absent for a total of more than three (3) months in the calendar year (maternity, parental, short/long term disability, WCB, leave of absence, etc. or any combination thereof) or laid off for a total of more than one month in the calendar year will have their vacation pay pro-rated for the entire period of absence/lay-off.

An employee who, at the time they go on vacation, has been absent for a total of more than three (3) months in that calendar year, or has been laid off for a total of more than one month, will receive a vacation pay based on the percentage accumulated in that calendar year. The employee may take the entire vacation entitlement with a suitably pro-rated vacation pay or the employee may take a pro-rated

vacation entitlement based on the number of months of absence.

At the end of the calendar year, any negative vacation accrual, due to an absence as defined above, will either be repaid by the employee via personal cheque prior to the end of that year or alternatively the employee may choose to have their next year's vacation pay pro-rated by an equivalent amount. A negative vacation accrual occurs if the monies paid to an employee as vacation pay in a year exceed the vacation monies earned by the employee in that year.

f) For any employees who have been absent for less than a total of three months or laid off for less than a total of one month (as per e) above) there will be no pro-rating of vacation pay or entitlement.

g) An employee shall receive their vacation pay on their regular pay day.

With the exception of the year end payment noted in c) and d) above, vacation pay should not be paid to an employee unless the employee is taking vacation.

h) Employees covered by other vacation plans, i.e. part-time employees, who obtain a full-time position during the year will be entitled to vacation pay on a pro-rated basis for the number of complete months they will work as a full-time employee during that year.

The employees' outstanding vacation pay accrued under their previous plan will be added to their pay entitlement under this plan and any excess will be paid out in January of the subsequent year as per the provisions of this plan.



17.05 Vacation Pay - Part-Time Employees

- a) Vacation pay is accumulated on the basis of a percentage of gross earnings as follows:
  - i) For employees with less than five (5) years at the rate of 4%.
  - ii) Effective on the anniversary date of five (5) years service at the rate of 6%.
  - iii) Effective on the anniversary date of ten (10) years service at the rate of 8%.
  - iv) Effective on the anniversary date of fifteen (15) years service at the rate of 10%.
  - v) Effective on the anniversary date of twenty-five (25) years service at the rate of 12%.
- b) For each week of vacation taken, an employee will be able to withdraw vacation pay from the amount of vacation pay they have accumulated up to that time. The amount withdrawn as vacation pay should not exceed the employee's earnings for a normal week's work and cannot be more than the actual vacation pay accumulated up to that date. The sole exception is if an employee who is taking their last week of vacation entitlement for the year has vacation pay in excess of a normal week's wages, they will be entitled to request that all outstanding vacation pay be paid out.
- c) An employee shall receive their vacation pay prior to their departure on vacation. Vacation pay should not be paid to an employee unless the employee is taking vacation.

17.06 Termination

When an employee ceases to be employed by the Company, any vacation monies which are owed to the employee for the current year will be paid out. If at the time of termination the employee has been overpaid

vacation monies for the current year, the Company will deduct the overpayment from any other monies the employee is owed at termination. If the overpayment exceeds the monies owed, the employee will be asked to reimburse the Company for any additional overpayment (personal cheque) unless the employee has died or is permanently laid off, in which case the excess monies will not be recouped by the Company.

#### **Article 18: General Holidays**

##### **18.01 General Holidays**

The parties agree that eligible employees will be given a designated shift to observe as a general holiday and non-working day for each of the following days:

1. New Year's Day;
2. Good Friday;
3. Victoria Day;
4. Canada Day;
5. Labour Day;
6. Thanksgiving Day;
7. Remembrance Day;
8. Christmas Day;
9. Boxing Day;
10. Civic Day.

##### **18.02 Special Provisions**

- a) If one or the other of the general holidays falls on a Saturday or a Sunday, it shall be observed on the working day which precedes or follows the said general holiday, according to the notice which shall be posted by the Company to this effect as early as possible but no later than two (2) weeks prior to the said holiday.

- b) Moreover, where a general holiday falls on a working day other than a Monday or a Friday, the Company shall post a notice two (2) weeks prior to the said general holiday in the event it decides that the said holiday shall be observed on a day other than that upon which it falls. Normally where the Company exercises this right it will be to observe the general holiday on a day adjacent to the weekend.

18.03 Payment of a Holiday

Subject to satisfying the eligibility requirements provided for in clause 18.06:

- a) Payment for a holiday to a part-time employee will be based on 1/20 of their regular hours worked during the four (4) pay weeks preceding the day that payroll is calculated for the week wherein the general holiday occurs or the remuneration for their regularly scheduled hours for the shift which is designated as their general holiday, whichever is greater.
- b) Payment for a holiday to a full-time employee is based on the normal remuneration for their regularly scheduled hours for the shift which is designated as their general holiday.

18.04 General Holidays During Vacation

Where one or more general holidays fall during the vacation period of an employee, such employee may prolong their vacation period by one (1) day for each such general holiday or be granted a paid holiday at another time agreed upon with the Company.

However, where the employee wishes to prolong their vacation period in the above-described circumstances, their intention to this effect must accompany their vacation

preference submitted to the Company as outlined in Article 17.

18.05 Overtime Following a General Holiday

For the purpose of calculating overtime, the normal work week during which falls a general holiday with pay is reduced by one (1) day, provided that the employee is entitled to the payment of the said general holiday in compliance with clause 18.06.

18.06 Conditions to the Payment of the General Holiday

An employee shall be paid for a general holiday upon which they would normally be scheduled to work were it not for the said general holiday, provided that:

- a) They have been in the employment of the Company for at least thirty (30) calendar days prior to the date of the general holiday;
- b) They have worked their complete working day immediately preceding the said general holiday or their complete working day immediately following the said general holiday, unless:
  - i) Their absence from work on one or the other of the said days has been the object of prior authorization from their immediate supervisor;
  - ii) Their absence from work on one or the other of the said days is in virtue of a right recognized under the present Collective Agreement.

And

- c) Without limiting the generality of 18.06 a) and b) it is understood that an employee who is on lay off, suspension, absent due to illness or injury, or on leave without pay on both the full working day immediately preceding and the full working day

immediately following a designated holiday is not entitled to pay for the holiday. However, it is agreed that should an employee utilize a personal day on both the working day immediately preceding and the working day immediately following a designated holiday, they will be paid for the holiday.

**18.07 Compensation for Work on a General Holiday**

Any employee who works on a shift which has been designated as a general holiday for that employee, as per the provisions of this article, shall be paid at time and a half (1 1/2) their regular hourly wage rate for the hours they actually works on the general holiday or a minimum of three (3) hours at time and a half (1 1/2), whichever is greater, in addition to receiving their regular hourly wage rate for their regularly scheduled hours of work upon the said day.

**Article 19: Special Leaves**

**19.01 Bereavement Leave**

- a) In the event of the death of an employee's mother, father, spouse (including common law spouse), one of an employee's children (including step-children or wards of the employee), or immediate family member as defined below, an employee has the right to a bereavement leave during the working days falling within the five (5) days immediately following that of the death;
- b) An employee who has completed three (3) consecutive months of continuous employment with the Company and who has the right to a bereavement leave provided for in paragraph a), has the right to be paid for such leave at the employee's

- regular hourly rate for the employee's regular scheduled hours of work in the employee's position;
- c) The expression "immediate family" means, in relation to the employee, an employee's sisters, brothers, father-in-law, mother-in-law, grandparents, son-in-law, and daughter-in-law, as well as any relative permanently residing in the employee's household or with whom the employee permanently resides;
  - d) The Company may require that an employee provide satisfactory proof of death in order to establish the employee's right to be paid for the bereavement leave;
  - e) An employee may request to extend the time allowed for bereavement leave. Such requests shall not be unreasonably denied.
  - f) In the case where the day of the funeral, religious, or cultural ceremony does not fall within the time period provided for in (a) and falls on one of the employee's working days, the employee shall have the right to bereavement leave if the employee has not been paid for the maximum number of working days applicable as determined in paragraph (a).

#### 19.02 Jury Duty and Witness

- a) Where an employee has received a subpoena as a witness in a case to which they are not a party or has been called upon to act as a juror during their scheduled working days, they shall receive the difference between the indemnity which is paid to them as witness or as a juror and the salary they would normally have earned if they would have worked their regularly scheduled hours during the said days.

- b) An employee who is summoned for jury duty but is not in fact chosen to sit as a juror, must present themselves at work as soon as possible thereafter. Such employee may be required to establish that the duration of their absence was caused by the time necessary for waiting, being chosen or being set aside.

19.03 Child Care Leave

a) Maternity Leave

i) Entitlement

An employee who has completed six (6) consecutive months of employment and who has provided the Company with a certificate of a qualified medical practitioner certifying that they are pregnant, is entitled to a leave of absence without pay of up to seventeen (17) weeks. Such leave may not begin earlier than eleven (11) weeks prior to the estimated date of their confinement and end not later than seventeen (17) weeks following the actual date of their confinement.

ii) Advance Notice

An employee who intends to take maternity leave must notify the Company, in writing, of the length of leave intended to be taken and the anticipated commencement date of the leave at least four (4) weeks prior to the commencement date unless there is a valid reason why such notice cannot be given.

iii) Notice of Change

If an employee wishes to change the length of maternity leave, they must provide at least four (4) weeks notice in writing to the

Company of the change in length of leave unless there is a valid reason why that notice cannot be given.

iv) Time Spent on Leave

Time spent on such leave shall be counted for pay increment and seniority purposes. The Company and employee will continue to pay their respective share of contributions to the benefits specified in Section 209.2 of Part III of the Canada Labour Code and the Company will then provide the appropriate coverage, specifically pension, health and disability benefits.

b) Parental Leave

i) Eligibility for Parental Leave

An employee who has completed six (6) months of continuous employment is entitled to a leave of absence without pay of up to thirty-seven (37) weeks where the employee has or will have the actual care and custody of the newborn child.

ii) Commencement of Leave

This leave without pay shall commence and end within the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

iii) Notice by Employee

An employee who requires a parental leave of absence shall provide the Company with at least four (4) weeks notice in writing unless there is a valid reason why such notice cannot be given and inform the



Company of the length of leave that the employee intends to take.

If an employee wishes to change the length of parental leave, they must provide at least four (4) weeks notice in writing to the Company of the change in length of leave unless there is a valid reason why that notice cannot be given.

iv) Company may Request Birth Certificate

The Company may require the employee to submit a copy of the child's birth certificate.

v) Combined Leave by an Employee Couple

Parental leave without pay taken by two (2) employees (married or common law spouses) shall not, in respect of the birth of the same child, exceed a total of thirty-seven (37) weeks.

vi) Time Spent on Leave

Time spent on such leave shall be counted for pay increment and seniority purposes. The Company and employee will continue to pay their respective share of contributions to the benefits specified in Section 209.2 of Part III of the Canada Labour Code and the Company will then provide the appropriate coverage, specifically pension, health and disability benefits.

c) Adoption Leave

i) Advance Notice by Employee

An employee who intends to request adoption leave shall notify the Company as soon as the application for adoption has been approved by the adoption agency.

ii) Granting of Leave

An employee who has completed six (6) months of continuous employment may request adoption leave without pay, in writing, at least four (4) weeks prior to the acceptance of custody of a child below the age of majority unless there is a valid reason why such notice cannot be given and, subject to section (iii) of this clause, shall be granted adoption leave without pay for a period of up to thirty-seven (37) weeks within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

- iii) Proof of Adoption  
The Company may require an employee to submit proof of adoption.
- iv) Combined Leave By an Employee Couple  
Adoption leave without pay utilized by two (2) employees (married or common law spouses) in conjunction with the adoption of a child shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- v) Notice of Change  
If an employee wishes to change the length of adoption leave, they must provide at least four (4) weeks notice in writing to the Company of the change in length of leave unless there is a valid reason why that notice cannot be given.
- vi) Time Spent on Leave  
Time spent on such leave shall be counted for pay increment and seniority purposes. The Company and employee will continue to pay their respective share of contributions

to the benefits specified in Section 209.2 of Part III of the Canada Labour Code and the Company will then provide the appropriate coverage, specifically pension, health and disability benefits.

19.04 Other Leaves

- a) The Company shall reserve the right out of compassion, or if extenuating circumstances warrant, to grant leave of absence with or without pay for reasons not specifically mentioned here.
- b) The provisions of Compassionate Care Leave outlined in the Canada Labour Code shall be adhered to.

19.05 Birth or Adoption of a Child

The Company shall grant to an employee a paid leave of one (1) working day at the time of the birth of their child by their spouse or adoption of their child.

19.06 Examination Leave

At the discretion of the Company, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave shall only be granted where in the opinion of the Company the course of study is directly related to the employee's duties or will improve their qualifications.

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

At the written request of an employee, a leave of absence without pay of up to six (6) months shall be provided for the care and nurturing of pre-school age children. An employee can only avail themselves of this provision twice

during their entire employment with the Company. Such a leave must be requested at least three (3) months prior to its commencement. In unforeseeable circumstances where lesser notice is provided, the Company will make every effort to accommodate the employee's request given operational considerations.

#### **Article 20: Benefits Program**

##### 20.01 Benefits Program

a) The Company agrees that the benefits program in force, at the date of ratification of this agreement, shall be maintained for the duration of the agreement, with the following exceptions:

- Physiotherapist annual maximum of fifteen (15) visits per employee and dependent(s).
- Registered Massage Therapist annual maximum of fifteen (15) visits per employee and dependent(s).
- Orthotic and medical device annual maximum of \$450 per employee and dependent(s).
- Generic substitution of prescription medications is mandatory. Exceptions will be allowed by physician's direction.

The cost of such benefits program is paid for by the Company, with the exception of the optional life insurance plan for which the eligible employee pays the cost if such coverage is desired. The Company may improve the benefits and/or conditions of eligibility; in such a case, the Union is advised in writing of the change.

- b) All regular employees regularly scheduled for twenty-eight (28) hours or more who have three (3) months or more of regular service will be eligible for the benefits program (excluding dental benefits). Eligibility for dental benefits is after twelve (12) months or more of regular service.
- c)
  - (i) All part-time employees who have twelve (12) months or more of regular service and who are regularly scheduled for more than twenty (20) hours per week and less than twenty-eight (28) hours, shall be eligible for the benefits program (including dental benefits).
  - (ii) If a part-time employee, who is regularly scheduled to work more than twenty (20) but less than twenty-eight (28) hours per week, has their regularly scheduled hours increased to twenty-eight (28) hours or more as a result of the Quarterly Review outlined in Article 10.06, they will then be covered by the same eligibility requirements as noted in 20.01 (b).
- d)
  - (i) Part-time employees who are regularly scheduled for twenty (20) hours or less per week but who average more in a specified quarter, will be eligible for benefits for the subsequent specified quarter providing they have twelve (12) months or more of regular service. The specific benefits to which such employees are eligible are Dental and Health Care benefits. Benefits such as Weekly Indemnity, Long Term Disability, Life Insurance, and AD&D do not apply to such employees. By the fifteenth (15<sup>th</sup>) day of January, April, July, and October of each

year (i.e. quarterly) the Company will review the actual hours worked for each employee in the previous quarter, to determine benefit eligibility for the new quarter.

- (ii) If a part-time employee, who is regularly scheduled for twenty (20) hours or less per week, has their regularly scheduled hours increased to twenty (20) hours or more as a result of the Quarterly Review outlined in Article 10.06, they will then be covered by the applicable eligibility requirements as noted in 20.01 (b) or (c).
- e) Employees becoming eligible for benefits under 20.01 (d), shall only be reimbursed through receipt submission.

#### 20.02 Modifications

The Company shall have the right to change existing plans provided that there is no reduction in the overall benefits.

#### 20.03 Pension

The Company agrees to continue the pension plan in effect at the date of ratification of this agreement, but has the right to improve the pension benefits if and when it sees fit. Employees will be provided annual pension statements.

In addition, the Company will make the following changes to the existing plan:

- Effective January 1<sup>st</sup>, 2015, the pension benefit will be 1.5% of base earning, for earnings below the YMPE.
- Effective January 1, 2017, the pension benefit will be 1.6% of base earning, for earnings below the YMPE.

20.04 Brochures

Explanatory brochures of the benefits program shall continue to be made available to the employees.

20.05 Voluntary Early Retirement/Severance

At the Company's discretion, a voluntary early retirement or a separation incentive may be offered at any time to any employee. Where the Company meets with an employee to advise them of such opportunities, the employee may request and be represented by a Union representative.

**Article 21: Personal Days**

21.01 Calculation

On January 1st of each year, each regular full-time employee who has completed their probationary period will be granted a credit equivalent to five twelfths (5/12) of one (1) personal day, paid at their regular hourly rate, for each complete month worked as an eligible employee during the year, to a maximum of five (5) personal days per calendar year.

An absence by reason of a paid leave provided for in the Collective Agreement does not interrupt the "complete month of work".

In the case of an absence from work by reason of illness or accident (including a work related accident) for a period not exceeding two (2) continuous months during a calendar year, an employee shall retain their right to the maximum number of personal days hereinabove provided for the said calendar year. Any lengthier absence will lead to a pro-rating of personal day entitlement.

21.02 Utilization

These days of which a full-time employee may avail themselves may be used in a case of absence on account of illness or for personal reasons.

An employee wishing to use a personal day for personal reasons must advise their immediate supervisor, in writing, at least one (1) week in advance.

Authorization to take the said day on the date requested by the employee may be refused taking into account the operational requirements of the Company and the number of requests made for the same day. It is understood that personal days are not intended to be scheduled to prolong the vacation period.

21.03 Payment

An employee who has not used all of the personal days to which they are entitled during a calendar year receives, during the month of January of the following year, the payment of the equivalent of their unused personal days at their regular hourly rate applicable on December 31st of the preceding year.

21.04 Personal Day Table

In the application of clause 21.01, personal days will be paid to the employee according to the following table, based on complete months worked during the year as an eligible employee:

<u>Complete Months Worked</u>	<u>Number of Personal Days</u>
12	5.00
11	4.50



10	4.25
9	3.75
8	3.25
7	3.00
6	2.50
5	2.00
4	1.75
3	1.25
2	0.75
1	0.50

21.05 Personal Days, Part-Time

In order to be eligible for personal days the regular part-time employee must have been employed by the Company for the entire previous calendar year, i.e. from January 1 to December 31.

At the start of the new calendar year the Company will calculate the average weekly hours worked during the previous calendar year. Vacation time and statutory holidays will be included as hours worked for the purpose of this calculation.

Based on the average weekly hours worked during the previous calendar year, the part-time employee will receive the number of personal days outlined below:

<u>Average # of Weekly Hours Worked in Previous Year</u>	<u>Personal Day Entitlement</u>
37.5	5
35.0	4
32.5	3
20.0	2
<20.0	0

21.06 Termination - Payment

The employee who leaves the Company or whose employment is terminated by the Company, shall reimburse to the Company on their last pay cheque any overpayment of personal days, as the case may be, taking into account the number of complete months worked as an eligible employee during the year of their departure.

The employee who leaves the Company or whose employment is terminated by the Company during a year without them having used all the personal days to which they should have been entitled to, shall receive payment of the equivalent of their unused personal days at their hourly rate applicable at the time of their departure.

**Article 22: Joint Consultation**

22.01 The parties acknowledge the mutual benefits to be derived from joint consultation on matters of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety Committee. For this purpose, the parties agree to establish a Union-Management Joint Consultation Committee (UMC).

22.02 UMC meetings will be held when required, with no less than once every three (3) months, by agreement of the Human Resources Manager and the President of the Local Union, or their designated representatives.

22.03 No UMC meeting will be official unless at least two (2) members from each party are able to attend, including the Human Resources Manager and the President of the Local Union, or their designated representatives.

- 22.04 The UMC will have no authority to amend or alter the Collective Agreement.
- 22.05 Minutes of UMC meetings will be jointly prepared during the meeting, signed by the committee members and posted in all worksites.
- 22.06 Union members of the UMC will not lose any regular wages for the purpose of attending UMC meetings.

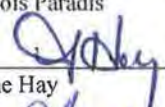
**Article 23: Duration and Renewal**

- 23.01 a) Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed and do not have retroactive effect.
- b) The Collective Agreement will terminate on the 31<sup>st</sup> day of December, 2022.
- c) All terms and conditions of the present agreement shall remain in effect until the signing of a new Collective Agreement.

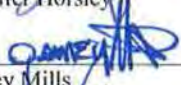
IN WITNESS WHEREOF, the parties have signed, through their duly authorized representatives, in Vancouver, British Columbia this 4<sup>th</sup> day of February, 2019.

THE PUBLIC SERVICE ALLIANCE  
OF CANADA

  
\_\_\_\_\_  
Francois Paradis

  
\_\_\_\_\_  
Joanne Hay

  
\_\_\_\_\_  
Jennifer Horsley

  
\_\_\_\_\_  
Jamey Mills

  
\_\_\_\_\_  
Claudia Labonte

  
\_\_\_\_\_  
Erna Post

PUROLATOR INC

  
\_\_\_\_\_  
Darrell Hayashi

  
\_\_\_\_\_  
Jessica Pavn

  
\_\_\_\_\_  
Ian Candlish

  
\_\_\_\_\_  
Clint Caron

  
\_\_\_\_\_  
Laurie Weston

  
\_\_\_\_\_  
Karen Gill

  
\_\_\_\_\_  
Christine Leigh

## Appendix "A" - Wages

Effective the first Monday in January 2018, current and new employees will be paid in accordance with the wage scale outlined below. For the 48 month scales, please see Letter of Understanding No. 8 for the applicable terms:

	Effective first Monday in Jan 2018	Effective first Monday in Jan 2019	Effective first Monday in July 2019	Effective first Monday in Jan 2020	Effective first Monday in July 2020	Effective first Monday in Jan 2021	Effective first Monday in July 2021	Effective first Monday in Jan 2022	Effective first Monday in July 2022
<b><u>Level 1</u></b>									
0-3 months	\$20.89	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62
4-12 months	\$22.01	\$22.23	\$22.45	\$22.67	\$22.90	\$23.13	\$23.36	\$23.59	\$23.83
13-18 months	\$23.25	\$23.48	\$23.71	\$23.95	\$24.19	\$24.43	\$24.67	\$24.92	\$25.17
19-24 months	\$24.25	\$24.49	\$24.73	\$24.98	\$25.23	\$25.48	\$25.73	\$25.99	\$26.25
More than 24 months	\$24.89	\$25.14	\$25.39	\$25.64	\$25.90	\$26.16	\$26.42	\$26.68	\$26.95
<b><u>Level 1</u></b>									
0-3 months	\$20.89	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62
4-12 months	\$22.01	\$22.23	\$22.45	\$22.67	\$22.90	\$23.13	\$23.36	\$23.59	\$23.83
13-24 months	\$23.25	\$23.48	\$23.71	\$23.95	\$24.19	\$24.43	\$24.67	\$24.92	\$25.17
25-36 months	\$24.25	\$24.49	\$24.73	\$24.98	\$25.23	\$25.48	\$25.73	\$25.99	\$26.25
37 – 48 months	\$24.54	\$24.79	\$25.04	\$25.29	\$25.54	\$25.80	\$26.06	\$26.32	\$26.58
More than 48 months	\$24.89	\$25.14	\$25.39	\$25.64	\$25.90	\$26.16	\$26.42	\$26.68	\$26.95

**Level 2**

0-3 months	\$17.50	\$17.68	\$17.86	\$18.04	\$18.22	\$18.40	\$18.58	\$18.77	\$18.96
4-12 months	\$18.63	\$18.82	\$19.01	\$19.20	\$19.39	\$19.58	\$19.78	\$19.98	\$20.18
13-18 months	\$20.00	\$20.20	\$20.40	\$20.60	\$20.81	\$21.02	\$21.23	\$21.44	\$21.65
19-24 months	\$21.38	\$21.59	\$21.81	\$22.03	\$22.25	\$22.47	\$22.69	\$22.92	\$23.15
More than 24 months	\$22.80	\$23.03	\$23.26	\$23.49	\$23.72	\$23.96	\$24.20	\$24.44	\$24.68

**Level 2**

0-3 months	\$17.50	\$17.68	\$17.86	\$18.04	\$18.22	\$18.40	\$18.58	\$18.77	\$18.96
4-12 months	\$18.63	\$18.82	\$19.01	\$19.20	\$19.39	\$19.58	\$19.78	\$19.98	\$20.18
13-24 months	\$20.00	\$20.20	\$20.40	\$20.60	\$20.81	\$21.02	\$21.23	\$21.44	\$21.65
25-36 months	\$21.38	\$21.59	\$21.81	\$22.03	\$22.25	\$22.47	\$22.69	\$22.92	\$23.15
37-48 months	\$22.02	\$22.24	\$22.46	\$22.68	\$22.91	\$23.14	\$23.37	\$23.60	\$23.84
More than 48 months	\$22.80	\$23.03	\$23.26	\$23.49	\$23.72	\$23.96	\$24.20	\$24.44	\$24.68

## Appendix "B"

### Classifications and Wage Levels

<u>Classification</u>	<u>Wage Level</u>
Operations Check In	
Support Representative	2
Receptionist	2
Data Entry Support Representative	2
Depot Support Representative	2
Shipping Support Representative	2
Retail Sales Representative	2
Customer Service Representative	1
Senior Support Representative	1
Administrative Assistant	1

**Appendix "C" - Letters of Understanding**

**Letter of Understanding No. 1**

**between**


**Purolator Inc.**

**and**

**The Public Service Alliance of Canada**

In December of each year, all regular employees who have attained twelve (12) or more months of service and who have not been absent from work for more than fifteen (15) weeks during the year (excluding maternity, parental and adoption leave) shall be eligible to receive a Christmas Bonus as follows:

<u>Status</u>	<u>Bonus</u>
Full-time	\$100.00
Part-time	\$ 50.00

  
For the Union

  
For the Company



**Letter of Understanding No. 2**

**between**

**Purolator Inc.**

**and**

**The Public Service Alliance of Canada**

The Company will ensure that a notice is placed in a visible area in any workplace with union members which has video surveillance cameras by July 31, 2017.

The present Letter of Understanding shall become an integral part of the collective agreement from its date of signing and will terminate in accordance with article 23.01 thereof.

  
For the Union

  
For the Company

**Letter of Understanding No. 3**

**Between**

**Purolator Inc.**

**And**

**Public Service Alliance of Canada**

The Company agrees to continue its current practice whereby employees required by the Company to use their personal vehicle for Company business shall be entitled to an allowance of \$0.46 per kilometre. However, should the allowance be increased as per Purolator's Corporate Travel and Expense Policy, the Company agrees to pay the higher rate.



For the Union



For the Company

**Letter of Understanding No. 4**

**Between**

**Purolator Inc.**

**And**

**Public Service Alliance of Canada**

Work schedules shall be communicated at minimum fourteen (14) calendar days in advance, while recognizing changes to employees' schedules may occur due to absenteeism, emergencies and other operational requirements.



For the Union



For the Company

**Letter of Understanding No. 5**

**Between**

**Purolator Inc.**

**And**

**Public Service Alliance of Canada**

The Company will provide a retirement allowance under the following conditions and in the following manner:

Eligibility:

- A member of the Purolator Inc. Salaried Employees' Pension Plan, with ten (10) years or more of continuous service and;
- The member has reached at least the age of 55 years old.
- The employee, having met the above criteria, will be eligible for a retirement allowance of \$5,000.
- This retirement allowance will be paid in one lump sum amount within sixty (60) days of the individual's retirement.



For the Union



For the Company

**Letter of Understanding No. 6**

**Between**

**Purolator Inc.**

**And**

**Public Service Alliance of Canada**

The Union and Company recognize the importance of promoting the psychological health and safety of all employees in the workplace. The Joint Occupational Health and Safety Committee in this Article and/or the Joint Consultation Committee in Article 22 will work to identify workplace needs regarding psychological health and safety of employees and to develop a work plan to promote psychologically healthy and safe workplaces. These joint committees will also be updated on the initiatives the Company is planning or has implemented and either party may set this topic as an agenda item for any meeting.

  
For the Union

  
For the Company

**Letter of Understanding No. 7**

**Between**

**Purolator Inc.**

**And**

**Public Service Alliance of Canada**

During 2018 collective bargaining, the parties agreed to further discuss the editorial changes required to update job classification titles in Appendix B and align these titles with the seniority list. Concurrently, the parties will discuss and review classifications and their respective posting descriptions.

These discussions will begin no later than 90 days after ratification of the Collective Agreement.

  
For the Union

  
For the Company

**Letter of Understanding No. 8**

**Between**

**Purolator Inc.**


**And**


**Public Service Alliance of Canada**

New employees hired after ratification will have a forty-eight (48) month wage progression applied. The terms of this letter will expire on December 31, 2022.

The new grid will have the following progression steps:

- Starting rate;
- +3 months;
- +12 months;
- +24 months;
- +36 months;
- +48 months.

  
For the Union

  
For the Company