

AGREEMENT

BETWEEN

CANADA POST CORPORATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

CLASSIFICATIONS:

Administrative Services	(830)
Communications	(860)
Clerical & Regulatory	(862)
Computer Systems	(831)
Data Processing	(861)
Drafting & Illustration	(850)
Engineering & Scientific Support	(852)
Electronics	(856)
Engineering & Land Survey	(822)
Financial Administration	(832)
General Technical	(853)
Information Services	(833)
Library Sciences	(823)
Office Equipment	(863)
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Social Science Support	(854)
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Expiring: October 30, 2001

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IDENTIFICATION CODES

- * - Indicates a clause that has been modified from the previous agreement.
- ** - Indicates a new clause.

I SCOPE AND RECOGNITION

ARTICLE 1

PURPOSE OF THE AGREEMENT

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 the Employer hereinafter referred to as "*the Corporation*", is to establish and maintain 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.

1.02 Previous Documents and Agreements

All documents, letters, memoranda of understanding or agreements, whether verbal or written not specifically renewed in this agreement are null and void.

1.03 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 save when it indicates to which group of employees specific clauses apply.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 * Definitions

For the purpose of this Agreement:

- (a) "*Alliance*" means the Public Service Alliance of Canada;

- (b) *"allowance"* means compensation payable to cover special expenses or for the performance of special or additional duties;
- (c) *"annual rate of pay"* is the rate of pay set out in "Appendix AA" of this collective agreement;
- (d) *"appointment"* means the voluntary movement to another position, in accordance with article 27 or the compulsory movement to another position at the same classification level in the bargaining unit and within a forty (40) kilometre radius of the employee's previous work location, in accordance with articles 27 and 28 of the collective agreement;
- (e) *"assignment"* means any movement, other than an appointment, to a position, in accordance with articles 27 and 28 of the collective agreement;
- (f) *"bargaining unit"* means the employees of the Corporation as described in the certificate referred to in Article 6 (Recognition);
- (g) For the purpose of this collective agreement and the benefits it provides for, including insurance plans, a *"common-law spouse"* relationship is said to exist when, for a continuous period of at least one (1) year, or less if a child is born of the relationship, an employee has lived with a person, represented that person to be her spouse, and lives and intends to continue to live with that person as if that person were her spouse, and the word "spouse" includes a "common-law spouse";
- (h) *"compensatory leave"* means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in her letter of appointment on the day immediately prior to the day on which leave is taken;

- (i) "*Component*" means the Union of Postal-Communications Employees of the Public Service Alliance of Canada;
- (j) "*continuous employment*" means uninterrupted employment with the Canada Post Corporation and includes:
 - (a) the service of a person who was appointed to a position in the Public Service in accordance with the Public Service Employment Act and who is an "original employee" as defined in the Canada Post Corporation Act.
 - (b) the service of a person who was appointed to a position in the Public Service in accordance with the Public Service Employment Act and who is a "transferred employee" as defined in the Canada Post Corporation Act.

For the purpose of severance pay a break in service of ninety (90) days or less occurring after October 16, 1981 shall not constitute an interruption in continuous employment;

- (k) "*daily rate of pay*" means an employee's weekly rate of pay divided by five (5);
- (l) "*day of rest*" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of her position other than by reason of her being on leave;
- (m) "*double time*" means two (2) times the hourly rate of pay;
- (n) "*employee*" means a person who is a member of the bargaining unit described in Article 6 (Recognition);
- (o) "*Employer*" means the Canada Post Corporation as established by the Canada Post Corporation Act, and includes any person authorized to exercise the authority of the Corporation;

- (p) *"Holiday"* means:
- (i) the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this agreement;
 - (ii) in the case of a shift that commences on the day prior to the holiday or ends on the day following the holiday, the shift with the greater number of hours of work within the twenty-four (24) hour period shall be considered as time worked on the designated paid holiday;
- (q) *"hourly rate of pay"* means a full-time employee's weekly rate of pay divided by the normal number of hours in her work week;
- (r) *"lay-off"* means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (s) *"leave"* means authorized absence from duty by an employee during her regular or normal hours of work;
- (t) *"Local"* means a fully constituted local of the Union of Postal-Communications Employees representing members of the bargaining unit in a particular area;
- (u) *"membership dues"* means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (v) *"overtime"* means in the case of a full-time employee authorized work performed in excess of her scheduled hours of work;
- (w) * *"part-time employee"* means an indeterminate employee whose regularly scheduled hours of work per week are not less than twenty (20) hours.

Part-time employees may be scheduled to work for less than twenty (20) hours per week if they are employees who work weekends only or employees who request, in writing, to work less than twenty (20) hours per week.

The hours worked by a part-time employee shall not exceed thirty (30) hours per week, averaged over each twenty-six (26) week period of the calendar year;

- (x) *"Probation"* means a six (6) month probationary period for a person initially appointed to a position within the Corporation for which the Alliance is a bargaining agent. This period shall not include leave without pay, any period of language training or any period of formal training in excess of two weeks provided by the Corporation;
- (y) *"term employee"* means an employee hired for a specified period of less than six (6) months duration and also includes employees hired as replacements for leave of absence situations as provided for in this collective agreement regardless of the duration of the absence;
- (z) *"time and one-half"* means one and one-half (1½) times the hourly rate of pay;
- (aa) *"weekly rate of pay"* means an employee's annual rate of pay divided by 52.176.

2.02 Canada Labour Code

Except as otherwise provided in this agreement, the words used in this agreement if defined in the Canada Labour Code have the same meaning as given to them in the Canada Labour Code.

ARTICLE 3

PRECEDENCE OF LEGISLATION

3.01 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.

ARTICLE 4

APPLICATION

4.01 General

The provisions of this Agreement apply to the Alliance, employees and the Corporation.

4.02 Language of Agreement

- (a) Both the English and French texts of this Agreement shall be official.
- (b) Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.

4.03* Entitlements for Part-Time Employees

Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees, except that:

- (a)* such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and a half (7 1/2) hours in a day or thirty-seven and a half (37 1/2) hours in a week, or at the hourly rate of pay for all hours of work performed up to other daily or weekly hours of work that may be prescribed in accordance with Article 25 (Hours of Work), at time and one-half (1 1/2) the hourly rate of pay for all hours of work performed in excess of those hours and at double (2) time the hourly rate of pay for all hours worked on a designated paid holiday and including those entitlements set out in 25.10 (g);
- (b)** such employees shall earn sick leave credits in accordance with clause 43.01 (b).

4.04 Part-Time and Full-Time Continuous Employment

Notwithstanding the provisions of Article 29 (Layoff, Severance, Termination), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of the termination of her employment, is a part-time employee, the weekly rate of pay referred to in Article 29 (Layoff, Severance, Termination) shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

4.05 Term Employees

It is understood that the Articles on Technological Change, Job Security, Education Leave Without Pay, and Career Development Leave with Pay, and, subject to 24.01, Seniority, shall not apply to term employees whether on full-time or part-time basis.

ARTICLE 5

MANAGEMENT RIGHTS

5.01 Rights

It is recognized that the Corporation will exercise its rights and responsibilities to manage, subject to the terms of this collective agreement.

ARTICLE 6

RECOGNITION

6.01 Bargaining Unit

The Corporation recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on June 18th, 1993 and as amended on November 19, 1993.

6.02 Part-time and Term Employees

For purposes of clarity, the Corporation recognizes the Alliance as the exclusive bargaining agent for all part-time and term employees who perform work in the bargaining unit described in 6.01 above.

ARTICLE 7

WORK IN THE BARGAINING UNIT

7.01 Work in the Bargaining Unit

Work normally and regularly done by an employee in the bargaining unit shall not be performed on a regular basis by another Corporate employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.

ARTICLE 8**CHECK-OFF****8.01 Compulsory Check-Off**

Subject to the provisions of this Article, the Corporation will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Corporation shall not be obligated to make such deduction from subsequent salary.

8.02 Setting of Dues

The Alliance shall inform the Corporation in writing of the authorized monthly deduction to be checked off for each employee.

8.03 Beginning of Dues Deduction

For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each calendar month will start with the first calendar month of employment to the extent that earnings are available.

8.04 Alliance's Exclusive Right to Membership Dues

No Trade Union, as defined in Section 3(1) Part I, of the Canada Labour Code, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Corporation from the pay of employees in the bargaining unit.

8.05 Remittance of Dues

The amounts deducted in accordance with clause 8.01 shall be remitted to the Comptroller of the Alliance 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 her behalf.

8.06 Deduction for Other Purposes

The Corporation agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation. The Corporation will not levy a charge upon the Alliance for rendering this service.

8.07 Corporation's Liability on Check-Off

The Alliance agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the Application of this Article, except for any claim of liability arising out of an error committed by the Corporation limited to the amount actually involved in the error.

8.08 Statement of Union Dues on T-4 Slips

Canada Post Corporation undertakes to provide a statement of union dues deducted for each calendar year on the employee's T-4 and "*Relevé-1*" slips.

ARTICLE 9

INFORMATION

9.01* Employee Lists

The Corporation agrees to provide, on a semi-annual basis, within five (5) working days of January 1st and July 1st of each year:

- a)* to the Local, a list of the name, classification and work location of each employee in the bargaining unit;
- b)** to the National President and each Regional Director of the Component, a complete set of approved organizational charts.

9.02 Copies of collective agreement

The Corporation agrees to supply each employee with a copy of the collective agreement as soon as possible from receipt from the printer or at a maximum of ninety (90) days after signing the collective agreement.

9.03* New Employees

The Corporation 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 together with an application for membership in the Alliance within five (5) days from the first day of working on the job. In order to allow the Corporation to comply with this provision, the Alliance shall provide the appropriate local management of the Corporation with sufficient quantities of applications for membership in the Alliance.

9.04 Introduction of Union Representatives

Where the Union representative is located in the same facility, the Corporation agrees to introduce a new employee, or an employee transferred from another installation, to her union representative and/or alternate on the first day of working on the job.

9.05 Representatives Outside the Work Location

If the union representative or her alternate are outside the work location of the employee, the Local will provide the Corporation written notification of the name, address, work location and telephone number of the union representative. The Corporation will provide new and/or newly transferred employees with a copy of such notification.

9.06 Notification of Newly Appointed Employees

The Corporation shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.

9.07 Documentation to Union/Local

Whenever one of the events described in the notice of change in Union affiliation or status change form occurs, the Corporation agrees to provide, within a period of thirty (30) days, the Union and the Local concerned with copies of the form duly completed.

9.08 **Provision of Relevant Organizational Information**

The Corporation shall provide the Alliance with information indicating the Corporation's authority structure at the Head Office level and by division/region.

9.09 **Copies of the collective agreement for Union Use**

Prior to the printing of the new collective agreement, the Alliance will inform the Corporation in writing as to the number of copies of collective agreements required for their internal use. The total number of copies shall not exceed two (2) times the number of Alliance representatives in Canada Post.

ARTICLE 10

APPOINTMENT OF REPRESENTATIVES

10.01 **Appointment of Representatives**

The Corporation acknowledges the right of the Alliance to appoint employees as Representatives.

10.02 **Jurisdiction of Representatives**

The Alliance shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure.

10.03 **Names of Representatives**

The Alliance shall notify the Corporation promptly and in writing of the names of its representatives and their area of jurisdiction and of any subsequent changes.

10.04 **Absence from Work for Performance of Functions of Representatives**

The Corporation acknowledges that it will be necessary for employees serving as representatives to leave their work to perform functions provided for in this agreement on behalf of the Alliance. No unreasonable restrictions shall be placed on such employees in the exercise of their functions. This clause shall not be construed as granting any additional leave for the purpose of Alliance Business or other union related activities otherwise provided for in this collective agreement and this clause shall be read together with and subject to the conditions elsewhere contained in this collective agreement.

10.05 **Access**

Representatives of the Alliance or other authorized officers not on Post Office duty will be granted permission to enter the non-public area(s) of a postal installation, provided they identify themselves to the appropriate management representative, state the purpose of the visit and comply with any security requirements in effect for visitors to that facility.

ARTICLE 11

JOINT CONSULTATION

11.01* **Mutual Benefits**

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest. The Corporation shall provide all Component participants in joint consultation meetings with draft minutes of the meetings they attended within twenty-one (21) days of the date that the meetings were held.

11.02 **Conditions of Employment or Working Conditions**

Upon request of either party, the parties shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.

11.03 Opportunity to Consult

The Corporation agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended, where such policies, regulations or directives affect conditions of employment or working conditions not governed by this agreement, until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Corporation's proposals.

11.04 Reply to Correspondence**

The Corporation and the Component agree that, where practicable, they shall reply in writing to each other's correspondence within ten (10) days of receipt.

ARTICLE 12**PROVISION OF BULLETIN BOARD
SPACE AND OTHER FACILITIES****12.01 Bulletin Boards**

Bulletin boards shall be provided by the Corporation for the use of the Alliance at convenient locations as determined by joint consultation between the Alliance and the Corporation. The contents of notices or other material posted on the bulletin boards shall require the prior approval of the Corporation except for notices dealing with Alliance meetings, Alliance elections, and Alliance educational programs. Such approval shall not be unreasonably withheld.

12.02 Alliance Literature

The Corporation will also continue its present practice of making available to the Alliance specific locations on the Corporation's premises for the placement of reasonable quantities of literature of the Alliance.

12.03 Removal of Documents

The Corporation will allow the Alliance to remove any document, not recognized by the Alliance representative, found on their bulletin boards.

II EMPLOYMENT CONDITIONS

ARTICLE 13

DISCRIMINATION

13.01* No Discrimination

The provisions of the Canadian Human Rights Act shall be adhered to. There shall be no discrimination on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, sexual orientation, conviction for an offence for which a pardon has been received, membership or activity in the Alliance or by discriminatory employment practices based on physical or mental disability.

ARTICLE 14

SEXUAL HARASSMENT

14.01 Policy Statement

The Union and the Corporation recognize the right of employees to work in an environment free from sexual harassment, and the Corporation undertakes to discipline any person employed by the Corporation engaging in the sexual harassment of another employee.

14.02 Definition

Sexual harassment shall be defined as, but not limited to, any incident or series of incidents related to sexuality, that may be verbal, physical, deliberate, unsolicited or unwelcome.

14.03 Grievances Involving Sexual Harassment

An employee may initiate a grievance under this article at any step of the grievance procedure. Grievances under this article will be handled with all possible confidentiality and dispatch by both parties to the collective agreement.

ARTICLE 15

SAFETY AND HEALTH

15.01 Policy Statement

The parties recognize the right of an employee to working conditions which show respect for her health, safety and physical well-being.

The Corporation and the Union recognize that the maintenance and development of the employee's general well-being constitute a common objective.

As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

15.02* Corporation's Obligations

- (a) The Corporation has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

- (b) * Without limiting the generality of the foregoing, the Corporation shall:
 - (i) provide and maintain work places, equipment, work methods and tools that are safe and without risk to health;

 - (ii) inform its employees and their Alliance representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation;

- (iii) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iv) provide the equipment, clothing and devices deemed necessary to prevent injury, except where the collective agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, clothing and devices on the job;
- (v) ensure that the necessary investigations, inspections and analyses are carried out and cooperate with any health and safety committee established in accordance with this Article, when there are situations liable to endanger the health or safety of employees;
- (vi) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
- (vii) ** maintain and apply corporate procedures relating to the provision, replacement or allowance for safety footwear;
- (viii) ** issue aprons or have a pool of aprons available for samplers and for employees who are required to work with mail bags in the undeliverable mail office or mail rooms.

15.03 Joint Health and Safety Committees

The Corporation and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees shall be formed at the local, divisional/regional and national levels in accordance with the following provisions:

(a) National Joint Health and Safety Committee

A national labour-management organization known by the name of the "*National Joint Health and Safety Committee*" shall be established. It shall consist of three (3) Management representatives appointed by the Corporation and three (3) Alliance representatives appointed by the Alliance.

(b) Divisional/Regional & Local Joint Health and Safety Committees

The divisional/regional and local joint health and safety committees shall be established in each postal division or region and in major postal facilities. Their composition shall be the same as that of the National Joint Health and Safety Committee.

(c) Functions of the Joint Health and Safety Committees

- (i) Hold meetings at regular intervals;
- (ii) Receive and settle employees' complaints;
- (iii) Maintain records of the complaints presented;
- (iv) Examine the reports concerning the conditions within the workplace and the reports on the safety officers' directives;
- (v) Cooperate with professional health services;

- (vi) Establish and support educational programs dealing with health and safety;
 - (vii) Participate in investigations and inspections relating to health and safety;
 - (viii) Develop and maintain related programs and protective measures;
 - (ix) Ensure that related programs are followed;
 - (x) Ensure that accurate records of work accidents are maintained;
 - (xi) Cooperate with government safety officers;
 - (xii) Study information on the actual or possible risks associated with equipment or work methods;
 - (xiii) Study all the Corporation's reports concerning the health and safety of employees within the bargaining unit;
 - (xiv) Establish a list of suitable candidates to receive training and become competent first aid attendants from employees proposed by both parties;
 - (xv) Perform any other function that the National Joint Health and Safety Committee deems appropriate with a view to improving the administration of the health and safety policy in the workplace.
- (d) The employees appointed to the National Joint Health and Safety Committee or to a Divisional/Regional or Local Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary.

- (e)
 - (i) The parties agree that any matter brought to the attention of a committee, whether it be the National Joint Health and Safety Committee or a Divisional/Regional or Local Joint Health and Safety Committee, must be dealt with with honesty and impartiality. The members of a committee have individual and collective responsibilities to search for facts and solutions to resolve problems.
 - (ii) When a committee decides that it cannot resolve a problem, it may resort to the services of an impartial outside person, whose qualifications as a safety expert are recognized and who will be invited to join the committee to discuss the problem and propose solutions.

15.04 Rights and Obligations of the Alliance

- (a) Without limiting the generality of the foregoing, the Alliance, in cooperation with the Corporation, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.
- (b) When an Alliance representative notes that the quality of the environment is deteriorating, she is obliged to inform the Corporation without delay in writing, or orally if she believes the situation is urgent.

Accordingly, the Corporation shall:

- (i) carry out the necessary inspection, analyses and investigations in the presence of an Alliance representative, and provide her with a copy of the report arising from these inspections, analyses and investigations;

- (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (c) Any investigation report arising from the examination of a problem will be sent to the Local of the Alliance.
- (d) If the Alliance or a Local of the Alliance is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- (e) The Alliance representative must be present at all investigations or inspections arising under paragraph (d) of this clause.

15.05 Rights and Obligations of Employees

- (a) Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.

They must also ensure that they do not endanger the health, safety or physical well-being of other persons in or near the workplace.
- (b) Employees must observe the rules and reasonable practices established in connection with health and safety matters as means of protecting themselves and others.
- (c) An employee must use or wear the equipment, devices or protective clothing which is placed at her disposal by the Corporation or for which she has been paid compensation.
- (d) An employee must inform her supervisor if a protective device or apparatus is missing or defective when such a situation might endanger herself or another employee.

15.06 **Information and Investigations Concerning Work Accidents**

- (a) The Corporation shall conduct such investigations as may be necessary to determine the circumstances surrounding work accidents and health hazards arising in the workplace. Such investigations shall be conducted in the presence of an Alliance representative.

Reports of these investigations shall be submitted to the appropriate Joint Health and Safety Committee, as well as the appropriate Local of the Alliance. The Joint Health and Safety Committee may request further information from the person who conducted the investigation.

- (b) The Corporation shall provide the employees concerned and the appropriate Joint Health and Safety Committee with a copy of the work accident report.
- (c) The Corporation shall provide the Local of the Alliance with a copy of the Provincial Worker's Compensation Board Employer's Report of Accident.

15.07 **Free Transportation in the Event of Serious Illness or Injury**

The Corporation agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of:

- (a) injury on the job, or
- (b) a heart attack or other serious ailment which occurs on the job, and to notify the appropriate Local of the Alliance of incidents of this nature.

15.08* First Aid Training

The Corporation will encourage employees to take first aid courses and for this purpose will assume the costs of these courses and also the costs of refresher courses required to maintain the validity of a certificate. The applicable Joint Health and Safety Committees shall select employees for first aid training from the list established pursuant to clause 15.03(c) (xiv). The selection of employees for first aid training shall comply with all the Corporation's procedural requirements for first aid training including number of employees and location. Employees selected for first aid training shall be granted time off for the duration of the courses without any loss of salary.

Designated employees who possess a St. John Ambulance first aid certificate or any other first aid certificate recognized by the applicable provincial government shall have access to the first aid room and the first aid kits at all times.

15.09 First Aid

- (a) The Corporation shall take the necessary measures to ensure that employees can obtain the assistance of a first aid attendant easily and rapidly.
- (b) The Corporation shall provide first aid kits in all postal installations, keep the said kits in good condition and make them accessible and available to employees at all times.
- (c) A list of all the first aid attendants and the locations in which they may be found shall be posted in all postal installations.
- (d) For the purpose of this Article, the expression "*first aid attendant*" indicates a physician, nurse or employee holding a valid industrial first aid certificate issued by a recognized organization.

15.10 Medical Examination

- (a) Where the Corporation requires an employee to undergo, for the purpose of this article, a medical examination by a designated qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.

Insofar as possible, an appointment for an examination will be scheduled during the working hours of the employee, but where an appointment for an examination is scheduled during an employee's non-working hours, she shall be excused from duty for a period of three (3) hours on either the shift immediately prior to or the shift immediately following the examination at the option of the employee concerned.

- (b) An employee will suffer no loss in regular pay to attend the examination and the Corporation shall assume the cost of any travel expenses in accordance with existing Travel Regulations.
- (c) Notwithstanding paragraph (a), should it be advisable in the opinion of the Corporation, that a further medical examination be necessary, the Corporation may require such an examination by a qualified practitioner selected by the Corporation and at the expense of the Corporation.

15.11 Motorized Equipment

- (a) Only qualified employees designated by the Corporation will be permitted to operate mobile motorized equipment. A period of five (5) minutes shall be allowed at the beginning of the shift prior to the employee operating motorized equipment in order to make sure that it is in good working condition.
- (b) The Corporation shall transmit to the appropriate Local of the Union the list of all qualified employees so designated and notify the local of any change thereof.

15.12 Restriction on Lifting

No individual employee shall be required to lift by hand, any object in excess of twenty-three (23) kilograms.

15.13 **Right of Refusal**

- (a) An employee has the right to refuse to do particular work if she has reasonable grounds to believe that the performance of this work will endanger her health, safety or physical well-being, or may similarly endanger another employee.

- (b) The employee may not however exercise the right granted her under paragraph (a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the employee.

- (c) When an employee refuses to do particular work in accordance with paragraph (a):
 - (i) she shall inform her supervisor and Union representative without delay;

 - (ii) she shall suffer no loss of salary during the period for which she withdraws her services;

 - (iii) she is entitled to be present while the investigation provided for hereinafter is conducted;

 - (iv) until the situation is remedied, no other employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;

- (v) until the situation giving rise to the refusal to work is corrected, the Corporation may assign temporarily the employee to another job providing that it is similar to her own, that the employee does not suffer any loss of salary and that such an assignment does not violate the provisions of the collective agreement.
- (d) As soon as the Corporation is informed by the employee, it shall ensure that the necessary investigations, inspections and analyses of the situation giving rise to the refusal to work are conducted; they shall be conducted in the presence of a Union representative and the employee concerned. Should the employee concerned or the Union representative choose not to be present, the investigation may nevertheless proceed.
- (e) When the employee seeks, for frivolous reasons, to dishonestly take advantage of this clause, the Corporation will consider the said employee liable to disciplinary measures.

15.14 Observance of Environment Standards

The environment standards as determined by the National Joint Health and Safety Committee and those issued under the Canada Labour Code shall be observed at all times.

15.15 Measuring the Quality of the Environment

- (a) The Joint Health and Safety Committee will ensure that the instruments necessary for measuring the temperature, humidity, noise, carbon monoxide, lighting and dust levels are available at each divisional/regional office and in major postal facilities. In other postal facilities, the necessary instruments shall be available upon request where there are serious reasons to believe that the environment standards are not being complied with.
- (b) Analyses of the quality of the environment shall be done at the request of Alliance representatives when they have good reason to believe that the environment standards are not being maintained.

- (c) All results of the analyses of the quality of the environment will be placed at the disposal of the local Alliance representative. The Corporation agrees to hold information sessions for local Alliance representatives to explain and familiarize them with the methodology underlying environment measuring techniques.
- (d) The Corporation shall permit and facilitate the analyses of the environment by the Joint Health and Safety Committee.
- (e) When deviations from the standards occur or when any problem is identified, the Corporation shall take the necessary measures to correct the situation.

15.16 Administration of the Legislation

Any right or benefit not stipulated in this Article and conferred on the employees or the Alliance by any legislation or regulations applicable to the parties in connection with health, safety or the environment in the workplace is an integral part of this Article.

15.17 Wages Maintained

An Alliance representative acting pursuant to this Article during her hours of work shall not suffer any loss of salary.

15.18 Possible Ill Effects - Pregnant Employee

When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the Corporation shall endeavour to find alternate duties for the employee after consultation with the Union and in a manner consistent with the collective agreement.

ARTICLE 16

POLITICAL PARTICIPATION

16.01 Political Participation

The Corporation shall place no restriction on the rights of employees to participate in a manner consistent with Corporate policy in the political process, including the right to run for political office or campaign for the candidate of their choice.

ARTICLE 17

RESTRICTION ON OUTSIDE EMPLOYMENT

17.01 Conflict of Interests

Unless otherwise specified by the Corporation as being in an area that could represent a conflict of interests, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Corporation.

ARTICLE 18

**EMPLOYEES ON PREMISES OF OTHER
EMPLOYERS**

18.01 Work Disruptions

If employees are prevented from performing their duties because of a strike or lock-out on the premises of a Federal, Provincial, Municipal, Commercial or Industrial Employer, the employees shall report the matter to the Corporation and the Corporation will ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

This article does not apply if the dispute involves the Canada Post Corporation or the Public Service Alliance of Canada.

18.02 **Change of Job Location**

If there is a requirement by the Corporation to change the employee's job location, the Alliance and its authorized representative will be made aware of such change.

ARTICLE 19

GRIEVANCE PROCEDURE

19.01 **Discussion of Complaint Prior to Presenting Grievance**

An employee should discuss a complaint with her immediate supervisor before presenting a grievance through the authorized representative of the Alliance. The supervisor shall discuss the complaint with the employee in an attempt to resolve the issue and must remind the employee of her right to have an Alliance steward or other authorized representative of the Alliance accompany her during such discussion.

19.02 **Definitions**

In this procedure:

- (a) "*Grievance*" means a complaint in writing presented by the Alliance.
- (b) "*Authorized Representative of the Alliance*" - is a person designated by the Bargaining Agent to participate in the processing of a grievance.
- (c) "*Alliance Steward*" - is a postal employee appointed or elected to act as an authorized representative of the Alliance. When an Alliance steward is unable to perform her function, the Alliance will designate another postal employee to act on her behalf.
- (d) "*Corporation*" - is any person authorized by the Corporation to exercise the authority of the Corporation.
- (e) "*Days*" - means calendar days excluding Saturdays, Sundays and holidays.

- (f) *"Urgent Complaint"* - is any matter involving safety and health, discharge or suspension and matters which cannot be corrected retroactively including a failure to receive proper pay cheques.

19.03 Right to Present a Grievance

- (a) An authorized representative of the Alliance may present a grievance if she believes that an employee, a group of employees, the employees as a whole or the Alliance have been aggrieved or treated in an unjust or unfair manner.

(b) Right to Present a Policy Grievance

An authorized representative of the Alliance or a national representative of the Corporation may present a policy grievance in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

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

19.04 **Rights and Responsibilities of Alliance Steward**

An Alliance steward shall not be prevented or impeded in any way in the performance of her Alliance duties while investigating a complaint or representing employees in accordance with the provisions of this Article. When an Alliance steward decides to investigate an urgent complaint, she shall obtain her supervisor's permission to leave her work: such permission shall be granted within the following thirty (30) minutes. The Alliance steward shall be allowed a reasonable period of time in which to complete her investigation and she shall report to her supervisor before resuming her normal duties.

19.05 **Right of Employee To Discuss Complaint**

An employee who wishes to discuss a complaint with a Local Management representative other than her immediate supervisor, prior to submission of a grievance, shall obtain the permission of her supervisor before leaving her work for that purpose. Such permission:

- (a) shall not be withheld unreasonably,
- and
- (b) shall be granted as soon as reasonably possible.

The employee shall report back to her supervisor before resuming her normal duties.

19.06 **Irregularities**

The authorized representative of the Alliance shall present grievances in the manner prescribed in this Article but a grievance shall not be invalid due to the fact it had not been dealt with at the complaint stage or defeated by reason of technical irregularity or the fact that it is not written on or in accordance with grievance forms approved by the parties and provided by the Corporation.

19.07 **Presentation of Grievance**

An employee who wishes to submit a grievance shall transmit her grievance through the authorized representative of the Alliance who may submit it to the grievor's immediate supervisor or another representative of the Corporation so delegated.

19.08 **Processing of Grievances**

Except as otherwise provided in this agreement, a grievance shall be processed through the appropriate one step procedure described below:

- (a) Local grievance
 - Corporation - Director of Function or authorized representative.
 - Alliance - Authorized Representatives of the Alliance.

- (b) National grievance
 - Corporation - Corporate Manager of Labour Relations or authorized representative.
 - Alliance - Authorized Representatives of the Alliance.

- (c) All classification grievances (refer to 19.13), policy or interpretation grievances or group grievances concerning more than one (1) Corporate Division/Region shall be considered to be national grievances and processed in accordance with clause 19.08(b). Unless otherwise specified in the agreement or mutually agreed upon, all other grievances will be considered as local grievances and processed in accordance with clause 19.08(a).

If a grievance is susceptible of having national consequences, the Corporate Manager of Labour Relations or his authorized representative for the Corporation or an authorized representative of the Alliance may, by written notice sent to the other party within fifteen (15) days of the notice of referral to arbitration, request that a local grievance be considered to be a national grievance. Upon receipt of the request such grievance shall be deemed to be a national grievance.

- (d) The Alliance and the Corporation shall notify each other in writing of the names and areas of jurisdiction of the representatives authorized to represent each party in the presentation of grievances and shall promptly notify each other in writing of changes in these names.
- (e) The Corporation may request a more specific statement of a grievance, if the grievance does not clearly and sufficiently set out the alleged complaint or violation of the collective agreement.
- (f) The authorized representative of the Alliance as referred to in this Article shall have the right to meet personally with designated representatives of the Corporation with respect to a grievance. The designated representative of the Corporation shall personally reply to the grievance in writing as provided for elsewhere in this Article.
- (g) When the Corporation's representative denies a grievance, the reply shall include the reasons for the denial of the grievance.

19.09 The Time Limits for the Submission of a Grievance are as follows:

- (a) A grievance may be submitted not later than the twenty-fifth (25th) day after the date on which the aggrieved employee or the Alliance, as applicable, was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.

- (b) A policy grievance may be presented by an authorized representative of the Alliance at any time.

19.10 Hearing and Replying to Grievances

Within twenty (20) days following receipt of the grievance the Corporation must hold a hearing, normally in the city in which the grievance originated, and reply in writing to the grievance, unless the parties agree to extend the time limits.

19.11 Abandonment or Failure to Reply

If the Alliance fails to submit a grievance within the time limits stipulated in this Article, the grievance shall be deemed abandoned. Similarly if the Corporation fails to reply to a grievance in writing within the time limits stipulated in this Article, the grievance may be referred to arbitration.

The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Corporation and the Alliance.

Furthermore, the Alliance may withdraw a grievance, without prejudice, at any time.

19.12 Notification of Decision

The Corporation will forward to the appropriate authorized representative of the Alliance a copy of the Corporation's decision at the same time the Corporation's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

19.13 Grievances and Replies Sent By Mail

- (a) When it is necessary to present a grievance by mail, the grievance shall be forwarded by registered mail and shall be acceptable as having been:

- (i) presented on the day it was postmarked;

and

- (ii) received by the Corporation on the date on which the registry receipt is signed.
- (b) Similarly, replies to the grievance shall be forwarded by registered mail and such a reply shall be accepted as having been:
 - (i) forwarded by the Corporation on the date on which it was registered,

and
 - (ii) received on the date on which the Alliance signed the registry slip for its copy of the reply.

The time limit within which the Alliance may submit the grievance to arbitration shall be calculated from the day on which the Alliance signed the registry slip for its copy of the reply.

19.14 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.

19.15 Distribution of Grievance Copies

When a grievance is submitted at the local or national level of the grievance procedure, the Corporation's representative at that level shall immediately sign and date all copies of the grievance. Grievances submitted at either level of the grievance procedure, and replies thereto, shall be distributed forthwith by the Corporation as follows:

- Copy 1: to Management
- Copy 2: to Management
- Copy 3: to National Office of the U.P.C.E.
- Copy 4: to Regional Directors of the U.P.C.E.
- Copy 5: to local of the U.P.C.E./Alliance
- Copy 6: to the Employee

19.16 **Arbitration**(a) **Right to Arbitration**

When a grievance has been presented and has not been dealt with to the satisfaction of the Alliance, the Alliance may refer such grievance to arbitration if it is a complaint concerning:

- (i) the interpretation, application, or alleged violation of the collective agreement, including discipline, discharge or separation of employment for any reason whatsoever;
- (ii) any alteration of an existing working condition concerning the payment to an employee of a premium, an allowance or other financial benefit, or any discriminatory application of such premium, allowance or financial benefit.

(b) **Referral to Arbitration**

- (i) When a grievance has not been resolved to the satisfaction of the Alliance, it may refer such grievance to arbitration within thirty (30) days of receipt of the reply, failing which, the grievance shall be considered to be abandoned.

- (ii) When the Alliance decides to refer a grievance to arbitration it shall notify the Corporation in writing of each referral to arbitration. Such referral notice shall contain the name of the proposed arbitrator (in rotation from the list under 19.23), the Alliance representatives' names and addresses, the city where the hearing will be held and whether the referral is to formal or expedited arbitration. The hearing shall normally be held in the city in which the grievance originated unless an alternate location is mutually agreed upon by the parties.

19.17 Grievances to be Heard at Expedited and Formal Arbitration

- (a) All local grievances not relating to an indefinite suspension, a discharge or separation of employment, shall be referred to the expedited process.
- (b) Local grievances related to an indefinite suspension, a discharge or separation of employment shall be referred to formal arbitration and may only be referred to the expedited process by the mutual agreement of the parties.
- (c) Notwithstanding the above, when a grievance relating to an indefinite suspension, discharge or separation of employment is referred to formal arbitration, any other unresolved grievances related to this issue will be referred to formal arbitration to be heard together with the former, unless otherwise agreed by the parties.
- (d) National grievances, as referred to in 19.08(c), will be referred to formal arbitration.

19.18 **Scheduling Formal and Expedited Arbitrations**

Grievances referred to 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.

19.19 **Expedited Arbitration - General**

- (a) The parties agree not to use practicing lawyers to argue a case at expedited arbitration.
- (b) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.
- (c) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resumé of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of 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 resumé 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, in the expedited format, shall not constitute a precedent and shall not be referred to in subsequent arbitrations. Further, such decisions may not be used to alter, modify or amend any part of the collective agreement.
- (e) Such decisions from the expedited format shall be final and binding upon both parties.

19.20 **Authority of Arbitrator**

In all cases of discipline or discharge, the arbitrator shall have the authority to rescind or to reduce such discipline or discharge as it seems just and reasonable in the circumstances.

19.21 Decision in Formal Arbitrations

In all cases of formal arbitration, the arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

19.22 Arbitrator Fees

The Corporation and the Alliance shall share equally the fees and expenses of the arbitrator for both formal and expedited arbitrations.

19.23* List of Arbitrators

- (a) The arbitrators appearing on each list hereinafter shall act in rotation and in the order in which their name appears on the list. In the event that the arbitrator selected in accordance with this procedure is unable to act, the case will be referred to the next named arbitrator on the list.
- (b) Where the list has been exhausted and none of the arbitrators designated therein is able to hear the grievance, the parties shall appoint another arbitrator as substitute. If the parties are unable to agree on the selection of an arbitrator within seven (7) days, either party may apply to the Minister of Labour who will appoint an arbitrator.
- (c)* The following is a list of agreed upon sole arbitrators for each geographical area to whom grievances may be referred.

Atlantic

P. Darby
J.A. MacLellan
Eugene McGinley

* Québec and Montréal

Marie-France Biche
Jean-Guy Clément
Claude Foisy
Harvey Frumkin
André Rousseau

Rideau and Head Office

Harvey Frumkin (FRENCH AND ENGLISH)
Donald Carter
Kenneth A. Hinnegan
David Kates

York and Huron

G. Brent
J. Brunner
Jane Devlin
Jane Emrich
Kenneth A. Hinnegan

* Mid-West and Foothills

A.V.M. Beattie
David Philip Jones
Ken Norman

* Pacific

Robert Blasina
M. Chertkow
S. Kelleher
Colin Taylor

National Policy Grievance Arbitrators

John Brunner
Harvey Frumkin
Kenneth A. Hinnegan
Donald Carter

**19.24 Grievance Procedure With Respect to a
Classification Grievance**

The parties also agree that a classification grievance shall be processed in accordance with this Article, as amended hereunder:

- (a) All time limits for a classification grievance may, at the request of either party, be extended by an additional thirty (30) days.
- (b) The duties and responsibilities forming the basis of a classification grievance must be those assigned and performed at the time the decision being grieved was made.
- (c) In addition to the job description, evidence as to the duties actually performed would be relevant and admissible evidence under the Grievance Procedure. However, any disagreement between the employee and the authorized supervisor concerning the duties assigned must be identified in the classification grievance proper.
- (d) Employees are encouraged to discuss the classification of their position with a management representative who is knowledgeable in classification, before presenting a classification grievance.
- (e) Information relevant to the grievance, such as the job description, evaluation and rationale, changes in the duties and statements made by the supervisor or the employee shall be exchanged, prior to the hearing, for the purpose of informal discussion with classification personnel of both parties, if requested.
- (f) The Bargaining Agent shall be given at least ten (10) days notice in writing, of the date of the hearing held in Ottawa. When the hearing is held elsewhere, the date and location will be determined by mutual agreement. The Corporation will forward the grievance decision to the employee and a copy to the appropriate authorized Union representative within forty (40) days from the date of filing.
- (g) Should the grievance proceed to arbitration the parties will forthwith select an arbitrator with knowledge and expertise in the area of classification matters. Should they be unable to agree on the selection of an arbitrator within seven (7) days, either party may apply to the Minister of Labour to appoint an arbitrator.

- (h) The arbitrator shall determine the proper classification of the position, in accordance with the Corporation's classification plan, and shall determine the effective date.

ARTICLE 20

DISCIPLINE

20.01 Written Notice

- (a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.
- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

20.02 Notification of Alliance's Local Representative

The Corporation shall notify the Local representative of the Alliance that such suspension or discharge has occurred no later than forty-eight (48) hours after such written notification has been given to the employee.

20.03 Suspension of An Employee During Investigation

If the Corporation indefinitely suspends an employee while conducting an investigation for any offence, action to reinstate pending further investigation, or to discharge, or to impose a definite period of suspension, must be taken within ten (10) days. If a final decision by the Corporation is not taken within the ten (10) days, the suspended employee will be reinstated to the payroll the first working day following the ten (10) day period. The employee will remain on the payroll until the arbitrator's final decision on the grievance has been taken but the employee may be subject to further discipline for similar or other actions of misconduct.

20.04 Burden of Proof and Evidence

In the case of discharge and discipline, the burden of proof of just cause shall rest with the Corporation. Evidence shall be limited to the grounds stated in the discharge or disciplinary notice to the employee.

20.05 Notice of Disciplinary Interview

The Corporation must advise an employee and the Local of the Alliance twenty-four (24) hours in advance of a disciplinary interview or disciplinary counselling session and indicate the purpose of the meeting, including whether it involves the employee's personal file. The supervisor must remind the employee of her right to have an Alliance steward or authorized representative of the Alliance accompany her. If the employee fails to appear for the interview, or does not explain her inability to do so, the Corporation and the Alliance representative may proceed with the hearing.

20.06 **Personal File**

There must be only one personal file for each employee. No disciplinary report, or document relating to an employee's conduct or performance shall be placed on that file or constitute a part thereof unless a copy of the said report or document is given to the employee within ten (10) days after the date of the alleged infraction or its coming to the attention of the Corporation. No report or document relating to an employee's conduct or performance may be used against her in the grievance procedure or at arbitration unless such a report or document is part of the employee's personal file. The Corporation must not introduce at any hearing any report or document from the file of the employee of which the employee was not aware at the time of filing.

20.07 **Attendance Confidentiality**

Any information relating to an employee's attendance shall not be publicly disseminated.

20.08 **Acting Supervisor**

An employee appointed on an acting basis to a position having supervisory responsibilities shall not be required to conduct disciplinary interviews with employees in the bargaining unit.

ARTICLE 21**STATEMENT OF DUTIES****21.01** **At Employee's Request**

The Corporation shall, upon written request by the employee, provide within ten working days of that request the employee with a statement of duties, a job description of her position, an organization chart of her work classification level and the point rating allotted by factor.

21.02 When Employee First Hired or Reassigned to Another Position

When an employee is first engaged or when an employee is reassigned to another position in the bargaining unit, the Corporation shall, upon written request by the employee, before the employee is assigned to that position, provide the employee with a statement of duties and a job description of her position.

21.03 Changes to Job Description and Position

In the event of a change to the job description of the position of an employee, she will be consulted in regard to the change, and within ten (10) working days be provided with a copy of the new job description, at which time a copy will be forwarded to the appropriate Local office, as well as the National office of the Component.

21.04 Job Description

The employee's job description shall reflect the duties and responsibilities currently expected of the employee.

21.05 Job Function and Duties

The Corporation will endeavour to deliver job descriptions to the National office of the Component within ninety (90) days of the signing of the collective agreement.

ARTICLE 22

CLASSIFICATION

22.01 Classification Standards

With respect to the job evaluation system(s), the Treasury Board's classification standards in effect on the date of signing of the collective agreement will be used to classify all positions in the bargaining unit until such time as they are superseded by new standards agreed upon by the Alliance and the Corporation.

ARTICLE 23

**EMPLOYEE PERFORMANCE REVIEW AND
EMPLOYEE FILES**

23.01 Formal Assessment

- (a) 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. Upon written request a copy of the assessment form will be provided to her at that time. An employee's signature on her assessment form will be considered to be an indication only that its contents have been read and shall not indicate her concurrence with the statements contained on the form.
- (b) The Corporation's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) The format and criteria of employee performance reviews shall be discussed with the bargaining agent.

23.02 Personal File As Evidence in a Hearing

The Corporation agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware at the time of filing or within a reasonable period thereafter.

23.03 Access To Personal File

Upon request of an employee, at reasonable intervals, the personal file of that employee shall be made available for her examination in the presence of an authorized representative of the Corporation.

23.04 **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 provided that no further disciplinary action has been recorded during this period, or after two (2) years has elapsed since the disciplinary action was taken, whichever occurs first.

23.05 **Criteria for Evaluation**

Criteria for employee performance review shall be made available to the employee before the start of the evaluation period and shall remain unchanged during the evaluation period unless the employee is made aware of the changes.

ARTICLE 24**SENIORITY****24.01** **Definition of Seniority**

Seniority dates of employees appointed to an indeterminate position on or before December 31, 1995 shall be as established pursuant to the memorandum of agreement signed by the parties on November 27, 1996.

Effective January 1, 1996, any person who is not a member of the bargaining unit who is appointed to an indeterminate position in the bargaining unit will accumulate seniority from the date of her appointment.

Effective January 1, 1996, a term employee who is appointed to an indeterminate position, shall have her uninterrupted term employment to the date of indeterminate appointment included in the calculation of her seniority. For purposes of calculating seniority, term employment will be considered to be interrupted where there is an interruption between periods of employment of thirty (30) days or more.

24.02 **Application**

The provisions concerning seniority apply to full-time and part-time employees within their respective seniority lists.

24.03 **Calculation**

The seniority lists will be calculated on the basis of continuous service as defined in clause 24.01 above and will subsequently include days lost or gained for seniority purposes (from the effective date that the lists are compiled).

24.04 **Full-Time/Part-Time**

If a part-time employee moves to a full-time position her seniority as a part-time employee will be recognized on the basis of 50% credit on the calculation of her full-time seniority.

24.05 **Seniority Rights**

Seniority shall be used to accommodate employees preferences as follows:

- (a) selection of shift and work schedules within the work section among positions of a similar nature;
- (b) choice of vacation periods within the work section;
- (c) in the application of the staffing procedure;
- (d) selection of vacant positions of a similar nature within the same work section;
- (e) in the application of job security provisions.

24.06 **Loss of Seniority**

An employee shall forfeit her seniority in cases of:

- (a) resignation or abandonment;
- (b) discharge (dismissal);
- (c) assignment, promotion, demotion, transfer, loan or appointment outside the bargaining unit with the exception of those circumstances described in clause 24.09. If the employee returns to her former position within six (6) months, she shall be deemed to have continuous service for seniority purposes.

24.07 * Accumulation of Seniority

A regular employee retains and accumulates seniority in the following cases:

- (a) absence due to injury on duty under Article 42;
- (b) * leave without pay in accordance with clauses 42.13 (Leave Without Pay for Personal Needs), 42.14 (Leave Without Pay for the Care and Nurturing of Children) and 42.16 (Leave Without Pay for Relocation of Spouse), provided such leave is for a period of three (3) months or less.
- (c) all absence or authorized leave provided by this collective agreement, with the exception of the items stated in Clause 24.08.

24.08 * No Accumulation of Seniority in these instances

The employee retains but does not accumulate seniority in the following cases, where the period of leave exceeds three 3 months:

- (a) Clause 42.13 (Leave Without Pay for Personal Needs);
- (b) * Clause 42.14 (Leave Without Pay for the Care and Nurturing of Children), except for the period(s) of leave provided for in Division VII of the Part III of the Canada Labour Code;
- (c) Clause 42.16 (Leave Without Pay for Relocation of Spouse).

24.09 Retention of Seniority

An employee who is assigned to a position outside of the bargaining unit in accordance with Article 28 (Job Security), shall have the right to return to the bargaining unit in accordance with Article 27 (Staffing). Such employee shall on her return be deemed to have continuous service for seniority purposes.

24.10 **Seniority Lists**

Copies of local seniority lists, prepared on a local office basis within the same classification, within the function shall be given by the Corporation to the appropriate Local:

- (a) as soon as possible following the signing of the collective agreement;
- (b) the Corporation shall provide revised lists every six (6) months thereafter or more frequently as determined through local consultation;
- (c) each time the Corporation provides the Local with seniority lists in accordance with this Article a copy of the list(s) shall be posted;
- (d) these lists shall indicate the following:
 - (i) name of employee;
 - (ii) continuous employment date;
 - (iii) working office;
 - (iv) job title;
 - (v) classification;
 - (vi) position number;
 - (vii) seniority date;
 - (viii) HRID number.

24.11 **Posting of Seniority Lists**

- (a) The seniority list(s) referred to in 24.10 above shall be posted in appropriate places. Within a period of sixty (60) calendar days of the original posting an employee may challenge the list(s) and ask the Corporation to rectify it.
- (b) In cases of amendment the Corporation shall advise the Union in writing.

- (c) Once the sixty (60) day period is ended, the list(s) 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 her seniority credit within the next sixty (60) days.

ARTICLE 25

HOURS OF WORK

25.01 General

For the purposes of this Article:

- (a) "*day*" means a twenty-four (24) hour period commencing at 00:00 hours;
- (b) "*week*" means a period of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours the following Sunday night.

25.02 Notification

Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Corporation in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

25.03 Day Work

Except as otherwise provided in this article, a scheduled work week shall be thirty-seven and one-half (37½) hours from Monday to Friday inclusive and the scheduled work day shall be seven and one-half (7½) consecutive hours between the hours of 7 a.m. and 6 p.m. exclusive of a lunch period of a minimum of one-half (½) hours. The employee may request that her lunch period be extended. Such request will not be unreasonably denied. It is agreed by the parties that the scheduled work week for employees of the EL classification shall be established solely in accordance with the provisions of this clause.

25.04 **Shift Work**(a) **Scheduling of Hours for Rotating or Irregular Shifts**

Prior to implementing rotating or irregular shifts in a work function or in a work location in which they previously did not exist, there shall be consultation according to the provisions of clause 25.08. When hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- (i) work an average of thirty-seven and one-half (37½) hours and five (5) days per week,
- (ii) work seven and one-half (7½) consecutive hours per day, exclusive of a one-half (½) hour meal period to be scheduled as close to the mid-point of the shift as possible,
- (iii) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday which is not worked,
- (iv) can obtain maximum opportunities for the number of weekends off.

(b) The standard shift schedule will be 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight, or alternatively 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.

(c) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (i) on the day it commenced where half or more of the hours worked fall on that day,

or

- (ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- (d) (i) Meal Periods for Continuous Operations

It is recognized that certain continuous operations require some employees being on the job for a full eight (8) hour shift. In these operations, such employees will be paid for a one-half ($\frac{1}{2}$) hour meal period because they will not be able to leave the work place for a meal break. Subject to (ii) below, a specified meal period shall be scheduled as close to the mid-point of the shift as possible. The one-half ($\frac{1}{2}$) hour meal period will be paid in accordance with the applicable overtime provisions.

- (ii) Meal Periods for Staggered Operations

It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Corporation will make every effort to arrange meal periods at times convenient to the employees.

(e) Employees May Exchange Shifts

Provided sufficient advance notice is given and with the approval of the Corporation, employees may exchange shifts if there is no increase in costs to the Corporation. Such approval will not be unreasonably withheld.

(f) Corporation Undertaking Re Hours of Work

(i) Except at the time of a shift schedule change, a regularly scheduled shift shall not commence within sixteen (16) hours of the completion of the employee's previous regularly scheduled shift except with the approval of the employee.

and

(ii) The Corporation will avoid excessive fluctuation in hours of work.

(g) Bidding - Non-Rotational Shifts

Before the master schedule of work is set up, the employees who work shifts in which an employee does not rotate to different shifts shall, by seniority, bid the shift on which they wish to work among positions of a similar nature.

25.05 Administration of Work Schedules(a) Posting of Master Shift Schedules

(i) The staffing, preparation, posting and administration of shift schedules is the responsibility of the Corporation.

(ii) Following meaningful local consultation, the Corporation shall set up a master work schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

(b) Changes to Scheduled Hours of Work

An employee whose hours of work are changed and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1½). Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement. The Corporation agrees to minimize such changes.

(c) Variations in Weekly and Daily Scheduled Hours

The weekly and daily scheduled hours of work may be varied by the Corporation, following meaningful consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

(d) Request for flexible hours

An employee may be granted flexible hours provided that such arrangement is consistent with the administration or operational requirements of the section in which the employee works, results in no increased cost to the Corporation and is mutually agreed to by the employee and her supervisor.

(e) Compressed Work Week

- (i) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Corporation, an employee may complete her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one-half (37½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Corporation. In every fourteen (14) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for her.
- (ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Corporation to schedule any hours of work permitted by the terms of this Agreement.
- (iii) Requests under this clause shall not be unreasonably denied.

25.06 Rest Periods

The Corporation will provide two (2) rest periods of fifteen (15) minutes each per full working day.

25.07 Wash-Up TimeApplicable only to employees of the OE and DD classifications

Wash-up time to a maximum of ten (10) minutes, will be permitted immediately before the end of the working day.

25.08 **Changes in Scheduled Hours and Shifts**

- (a) When scheduled hours and/or shifts, other than those provided in clauses 25.03 and 25.04 are in existence when this Agreement is signed, the Corporation, on request, will consult with the Alliance on the timing of such hours and shifts and in such consultation establish that such shifts and hours are required to meet the needs of the public and/or the efficient operation of the service. Where shifts and/or scheduled hours are to be changed so that they are different from those specified in clauses 25.03 and 25.04, the Corporation will consult in advance with the Alliance on the timing of such shifts and/or such hours of work and in such consultation will establish that such shifts and/or such hours of work are required to meet the needs of the public and/or the efficient operation of the service.
- (b) It is understood that consultation will be held at the local level for fact finding purposes and will be referred to the appropriate Corporation/Alliance levels before implementation.

25.09 **Hours of Work - FI Classification**

In this collective agreement, all references to thirty-seven and a half (37½) hours per week and seven and a half (7½) hours per day shall be read as thirty-six and one quarter (36¼) hours per week and seven and one quarter (7¼) hours per day when applying this collective agreement to the Financial Administration classification.

25.10* **Hours of Work Applicable to Part-Time Employees**

- (a) Clauses 25.01, 25.02, 25.04(e), 25.04(g), 25.05(a) and 25.07 of this article apply to part-time employees.
- (b) The Corporation may change the schedules of work of part-time employees provided that forty-eight (48) hours advance notice is given to the employee. Whenever possible meaningful local consultation will take place prior to such changes.

- (c) Part-time employees working more than three point seven five (3.75) consecutive hours will be entitled to an unpaid lunch period of a minimum of one-half (½) hour.
- (d) Part-time employees who work more than three (3) consecutive hours will be entitled to a paid rest period of fifteen (15) minutes; part-time employees who work more than six (6) consecutive hours will be entitled to an additional paid rest period of fifteen (15) minutes.
- (e) Part-time employees will be granted two (2) days of rest per week.
- (f) Weekend work other than weekend work performed by employees working weekends only will be allocated amongst part-time employees on an equitable basis, to ensure that they have as many weekends off as possible.
- (g) ** Clause 26.05 only applies in a week when a part-time employee is deemed to have worked her five (5) scheduled days.

ARTICLE 26

OVERTIME

26.01 General

Subject to the operational requirements of the Service, the Corporation shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.

26.02 Overtime Assignments

- (a) (i) Consistent with the nature of the work or project involved, overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.

- (ii) Overtime assignments shall first be allocated in accordance with (i) above to employees who normally and regularly do the work or project in question or who could otherwise be called upon to do that work during regular working hours and who are immediately available.
 - (iii) Where an insufficient number of employees among those who normally and regularly perform the work in question or who could otherwise be called upon to do that work or project, are available for overtime, overtime assignments shall be allocated in accordance with (i) above to employees who occupy positions involving similar duties, who can do the work or project in question, and who are immediately available.
 - (iv) Where an insufficient number of employees who occupy positions involving similar duties and who can do the work or project in question are available for overtime, overtime shall be assigned to the most junior employees in the work or project section occupying positions involving similar duties who can do the work or project in question and who are immediately available.
- (b) In the application of (ii) and (iii) above, 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.
- (c) Except in cases of emergency, callback or mutual agreement with the employee, the Corporation shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

26.03 **Administrative Procedures**

If required by either party at the local level, the administrative procedures necessary to implement the provisions of clauses 26.01 and 26.02, and more particularly the distribution of overtime on an equitable basis as provided for in the above clauses, shall be established following meaningful consultation at the local level.

26.04 **Overtime Compensation**

Subject to clause 26.08, when an employee works overtime which is contiguous to her regularly scheduled hours of work she shall be paid at the following rates for that time which is in excess of her regularly scheduled hours of work:

- time and one-half (1½) for all overtime worked by her of two (2) hours or less;
- double (2) time for all overtime worked by her in excess of two (2) hours.

26.05 **Day of Rest**

Subject to clause 26.08, an employee who works overtime on a day of rest is entitled to be paid for the time actually worked at double (2) time or a minimum of three (3) hours at double time, whichever is the greater.

26.06 **Reimbursement for Transportation Costs**

When in a situation involving overtime an employee is required to report to work before public transportation services have commenced or to remain at work or to return to work after normal transportation services have been suspended, she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Corporation to use her automobile when the employee travels by means of her own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

26.07 **Commuting Time Not Time Worked**

Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than her normal place of work, time spent by the employee reporting to work or returning to her residence shall not constitute time worked.

26.08 **Entitlement to Overtime Compensation**

An employee is entitled to overtime compensation under clauses 26.04, and 26.05 for each completed period of fifteen (15) minutes of overtime worked by her:

- (a) when the overtime work is authorized in advance by the Corporation or is in accordance with standard operating instructions;

and

- (b) when the employee does not control the duration of the overtime work.

26.09 **Recording of Overtime**

Employees shall record starting and finishing times of overtime work in a form determined by the Corporation.

26.10 **Compensatory Leave**

- (a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay.
- (b) The Corporation shall grant compensatory leave at times convenient to the employee and the Corporation.
- (c) Compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year, and if not liquidated by the end of that fiscal year then payment in cash will be made. Payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in her certificate of appointment as at the end of the fiscal year.

- (d) The Corporation will pay overtime compensation on or before the second Thursday following the end of the pay period in which it was worked.

26.11 Meal Allowance

A full-time employee required to work more than two (2) hours' overtime in excess of her daily schedule or shift shall be reimbursed for a meal allowance in the amount of six dollars and twenty-five cents (\$6.25). If an employee is required to work three (3) or more hours of overtime she will be provided a paid meal period of one-half (½) hour to be paid at the rate of time and one-half (1½).

26.12 Meal and Relief Breaks

An employee performing overtime work shall be entitled to the same meal and relief breaks as she would be provided on a regularly scheduled shift.

26.13 Exceptions to Payment of Overtime

Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Corporation.

26.14* Non-Contiguous Work

- (a)* If an employee is given instructions before the beginning of her meal break or before the mid-point of her work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to her work period, she shall be paid for the overtime actually worked at the applicable overtime rate, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- (b)* If an employee is given instructions, after the mid-point of her work day or after the beginning of her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to her work period, she shall be paid for the overtime actually worked at the applicable overtime rate, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

26.15 **No Pyramiding of Overtime Payments**

For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

ARTICLE 27

STAFFING

27.01 **Merit Principle**

- (a) The Corporation agrees that appointment into any position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle of candidates as determined in paragraph "b" hereunder, unless otherwise specified in this article.

- (b) The selection standards as established for each position or class of positions shall be used to assess the merit of candidates as to education, knowledge, experience, skills, or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class.

27.02* **Definitions**

- (a) "*Acting appointment*" means the appointment of an employee for a temporary period to a position having an annual maximum rate of pay higher than the annual maximum rate of pay for the position held by the employee.

- (b) "*Area of competition*" is a geographical and/or organizational area used to determine the eligibility of employees to participate in a competition. Existing areas of competition shall not be changed without consultation with the Alliance.

However in MAPP areas where the area of competition is local, the local area of competition shall be the MAPP area.

- (c)* *"Eligibility list"* is a list established following a competition to fill an immediate need or anticipated needs for identical or similar positions to those for which it was established. Where an eligibility list is to be established, the Corporation shall indicate the period for which it is valid prior to the competition. This period shall not exceed twelve (12) months from the date it is established.
- (d) *"Priority list"* is a list established for the bargaining unit containing the names of employees who wish to return from leave of absence. The list shall contain the classification and the sub-classification, where applicable and level of each employee as well as the date of availability to return to work. The employee's name will remain on the list for a period of one year from the date of availability to return to work.
- (e)** *"Recall list"* is a list established for the bargaining unit containing the names of employees who are entitled to be recalled pursuant to clause 29.01(a).
- (f) *"Surplus list"* is a list established for each classification containing the names of the employees who have been declared surplus to requirements. The lists shall contain the classification and sub-classification, where applicable, and the level of each employee. The employee's name will remain on the list until she is appointed to a vacant position.
- (g) *"Temporary appointment"* means the appointment for a temporary period of an employee to a position having the same maximum rate of pay as the maximum rate of pay for the position held by the employee or the appointment for a temporary period of a term employee.

- (h) *"Transfer"* is an appointment of an employee to a position at the same classification level or, at the request of an employee, to a lower classification level, or in the case of an employee who is red-circled, to a position at the classification level at which the employee was red-circled.
- (i) *"Transfer list"* is a list established for the bargaining unit containing the names of employees who
 - (a) have requested a transfer from one location to another,
 - (b) have been red-circled.

27.03* Method of Filling Vacancies

The following steps will be taken in the order indicated when staffing a position for which the Alliance is the bargaining agent.

- (a) The priority list as defined in 27.02 (d) will be consulted and each person whose name appears thereon will be given priority of appointment, based on seniority, to a vacant position in the order indicated below, at an equal classification level within the bargaining unit, for which the employee is qualified or has the capability and may within a reasonable period of training become qualified:
 - (i) within the work location in which the employee was working;
 - (ii) within the Division/Region in which the employee was working;
 - (iii) in any other Division/Region.
- (b) The surplus list as defined in 27.02(f) will be consulted and each employee whose name appears thereon will be, based on seniority, appointed to a vacant position or offered assignment, at the same or lower classification level, for which the employee is qualified or has the capability and may within a reasonable period of training become qualified:

- (i) within the work location;
- (ii) within the Division/Region;
- (iii) in any other Division/Region.

Such appointments or assignments will be made in accordance with the procedure in clause 28.11.

- (c) The surplus lists for all other classifications will be consulted and each employee whose name appears on one of these lists will be, based on seniority, offered assignment to a position, having the same or lower annual maximum rate of pay of the employee's substantive position, for which the employee is qualified or has the capability and may within a reasonable period of training become qualified:

- (i) within the work location;
- (ii) within the Division/Region;
- (iii) in any other Division/Region.

Such assignments will be made in accordance with the procedure in clause 28.11.

- (d) The transfer list as defined in 27.02(i) will be consulted and each person whose name appears thereon will be given priority of appointment to a vacant position at an equal classification level. Appointment from the list shall be made on the basis of qualifications and seniority, except that employees who have been red-circled have priority of appointment over other types of transfer request.

- (e)** The recall list as defined in 27.02(e) will be consulted and each person whose name appears thereon will be, based on seniority, given priority of appointment to a vacant position at an equal classification level or offered assignment to an equal or lower classification level within the bargaining unit and the work location in which the employee was working, and for which the employee is qualified or has the capability and may within a reasonable period of training become qualified.

A person who refuses an appointment or assignment as outlined above, shall have no further entitlement to be recalled pursuant to clause 29.01(a). A person on assignment shall however, remain on the recall list.

- (f) ** The eligibility list as defined in 27.02 (c) will be consulted and an appointment will be made from the list.
- (g)* If candidates are not identified from (a), (b), (c), (d), (e) or (f) above, then appointment will be made from a competition opened to all employees of the PSAC bargaining unit within the area of competition.
 - (i) Transfer requests received after the commencement of a competition will not be considered for the filling of the immediate vacancy.
 - (ii) The Corporation will ensure that posters and other staffing notices are prominently posted in the usual authorized areas and that a copy of each notice will be sent to the local representative of the Alliance.
 - (iii) Posters or other notices requesting interested employees to apply for positions will be posted for at least ten (10) working days.
- (h)* If candidates are still not identified from (a), (b), (c), (d), (e), (f) or (g) above then the vacant position may be filled by appointment outside the Alliance bargaining unit. In no circumstances will a position be advertised outside the Alliance bargaining unit before the steps mentioned above have been completed.

27.04* **Qualification Factors and Selection Standards and Profiles**

- (a) When filling a position, the Corporation will develop a job profile which will include the job requirements. The job profile will be developed based on the duties of the position as well as the selection standards applicable to the classification standards in existence for that position. The qualifications of candidates shall be determined through evaluation of the following requirements:
- (1) Basic Requirements
- (i) educational and/or certification requirements;
- (ii) experience;
- (iii) performance in previous and present position.
- (2) Essential Requirements
- Related knowledge and skills, required abilities and personal suitability needed to do the job.
- Note:** Unless supported by an evaluation of the employee's performance in previous and/or present position, personal suitability shall not be used as the sole determining factor.
- (b)** The Corporation shall make every reasonable effort to notify an employee, in writing, in the event that she is screened in or out of a competition prior to a board being established. If an employee is screened out of a competition, the notification shall include the reason therefore.
- (c)* The factors in (a) above shall be assigned a pre-determined value and the assessment of these factors shall be done through a review of pertinent documentation as specified herein on the employee's file and, as required, a written examination and/or an interview as deemed necessary so long as written

documentation is retained reflecting the candidate's performance in these areas.

- (d) * All candidates in a competition will be informed of their standing in the competition. Any candidate who wishes to discuss her performance or reasons for her ranking, has a right to be informed of any information or reasons for her ranking and must be informed of the comments made in any board report or similar documentation concerning the results of the competition. A candidate will have the right to grieve the decision and such decisions must be able to stand the test of redress.
- (e) * When an eligibility list has been established, the Corporation shall not remove or bypass the name of a candidate on the list.

27.05 Seniority

In cases where it is found that two or more candidates are considered to equally meet the requirements of the position, seniority will prevail.

27.06* Reclassification

The Corporation will provide notice and, upon request, consult with the applicable Local prior to a position being reclassified. Where a position is reclassified and

- (a) (i) there is only one employee performing such duties, the incumbent will be reclassified if she is qualified to perform the duties of the reclassified position and if the person has occupied the position for at least six (6) months prior to the reclassification.
- (ii) If the incumbent is not considered qualified to perform the full range of duties of the reclassified position and there were significant changes made to the duties, the employee shall be granted a period of at least six (6) months of familiarization and training time to qualify.

(iii) If the incumbent is still considered not qualified to perform the duties of the newly reclassified position after the training, she will be appointed to a position at her previous classification and level if such a position is available. Every attempt will be made to find a position within the area where the employee is presently employed. If a position is not available in that area but one can be found elsewhere within the organization, the employee will be transferred.

(b) When there are several employees performing similar duties, the reclassified position shall be open for competition, but the area of competition will be restricted to the employees affected, to ensure no surplus employee results.

27.07 Temporary Appointments

(a) Where a position needs to be filled on a temporary basis; and

(i) the duration of the vacancy is for a period of less than three (3) months it will be filled by a temporary appointment or acting appointment.

(ii) the period of vacancy is for a duration of three (3) months or more, it will be filled by the normal process as outlined in clause 27.03.

(iii) If the duration of the temporary appointment is to exceed twelve (12) months, the Corporation will consult with the Alliance on the reason for the extension beyond this period.

(b) An indeterminate employee who occupies a position on a temporary appointment basis shall retain her status at the end of the temporary appointment and return to work in her class and in the office where she was assigned prior to the temporary appointment.

- (c) Where a position cannot be filled by a temporary appointment, it may be filled by an acting appointment.

27.08 Probationary Period

- (a) The probationary period for a person initially appointed to a position for which the Alliance is the bargaining agent shall be six (6) months. This period will not include leave without pay, leave with pay in excess of two weeks, language training or any formal training provided by the Corporation.

There shall be only one probationary period during an employee's total continuous period of employment in the Canada Post Corporation.

- (b) An appraisal report on an employee shall be completed at the end of every thirty (30) day period during her probation. The employee must sign or note having seen the report and in the case of a disagreement, a copy of the report will be provided to the employee at her request.

27.09 Vacancy Due to a Leave of Absence Without Pay

Where an employee is granted leave of absence without pay, in accordance with her collective agreement, the Corporation agrees that:

- (a) where the period of leave is for twelve (12) months or less, the position will be filled on a temporary basis and the employee who was granted the leave will return to her own position when the leave is completed.
- (b) An employee granted leave of absence in excess of twelve (12) months for Alliance business will return to work in her class and the office where she was assigned prior to election or appointment with the Alliance.

- (c) An employee who wishes to return from authorized leave of absence of more than twelve (12) months, will be considered for a vacancy at the classification level from which she came and for which she is qualified, on a priority basis, if such a position is available. If a position is not available immediately upon return, the employee's name and available date of return will be placed on the applicable priority list for appointments for a period of twelve (12) months therefrom.

Note: For the purpose of this clause, contiguous leaves of absence which in total exceed twelve (12) months will be considered separately in determining employees' entitlements under 27.09(a) and 27.09(c).

27.10 Transfer

Employee's requests for transfers will be made in accordance with 27.03 (d) of this procedure. Employees on term appointments or on probation shall not be eligible for transfer. Requests for transfer shall be valid for twelve (12) months from the date they are acknowledged and may be renewed by the employee at the expiration of each twelve (12) month period.

27.11 Distribution of Lists

A copy of the lists mentioned in 27.02 shall be given to the Local.

27.12 Official Languages

Position language requirements and the selection of candidates to meet those requirements shall be in accordance with Corporate Official Language Policies.

27.13 Security Clearance

The Corporate policy on security clearance for selected candidates shall be followed.

ARTICLE 28**JOB SECURITY****28.01 General**

The Corporation undertakes that as a result of positions being rendered surplus to requirements, there shall be no temporary or permanent lay-off of any employee (excluding term employees) having attained more than five (5) years of continuous employment with the Corporation at the time the positions in question became surplus, provided the employee agrees to be appointed or assigned to another position in accordance with this Article.

The provisions of this Article shall apply to employees (excluding term employees) who were employed in the bargaining unit as of August 3rd, 1994, provided such employees agree to be assigned or appointed to another position in accordance with this Article.

No employee shall be required to accept an assignment or an appointment to a position located more than a forty (40) kilometre radius from her present location.

28.02 Posting of Information

- (a) The Corporation shall post on the first Monday of each month, in the location in which a surplus of employees has been declared and in each location within a forty (40) kilometre radius of that location a list of all positions that are declared surplus in that location as of the previous Monday.
- (b) The Corporation shall concurrently post a surplus list identifying in each classification level an equivalent number of employees within the work function at the work location on the basis of reverse order of seniority.
- (c) The Corporation shall concurrently post a listing of all vacant positions, which it intends to fill within the forty (40) kilometre radius.

28.03 **Notification in Writing**

The surplus employee shall be notified in writing and a copy of the notice shall be forwarded to the Regional Director of the Union of Postal Communications Employees and to the National Office of the Component.

28.04 **Mobility**

Within ten (10) working days of notification pursuant to clause 28.03, an employee shall be required to indicate the degree to which she is willing to accept relocation.

28.05 **Prescribed Areas of Employment**

For the purposes of this Article the prescribed areas of employment applicable to surplus employees are as follows:

- Area 1: The Atlantic Provinces
- Area 2: The Province of Quebec and the National Capital Region
- Area 3: Province of Ontario excluding the National Capital Region, and excluding Thunder Bay and westward.
- Area 4: Thunder Bay and westward in Ontario and the remainder of Canada.

28.06 **Early Retirement/Severance**

When a surplus of employees has been identified or is anticipated, the Corporation will post from time to time a notice inviting applications from interested employees who would like to be considered for any potential early retirement opportunities or potential severance payments. Such applications will be considered valid for six (6) months.

28.07 **Offer for Early Retirement/Severance**

The Corporation may offer early retirement and/or severance opportunities to employees who have made application pursuant to clause 28.06 above. Such opportunities will be offered by order of seniority in accordance with clause 28.09. Where the Corporation meets with an employee to advise them of such opportunities, the employee may request and be represented by a union representative.

28.08 **Additional Payments**

Where a surplus of employees has been identified, the Corporation, having elected to offer additional severance payments to employees who choose either to resign their position or to retire from their positions, may waive the ten (10) year service requirement and augment the payments provided for in clause 29.01(c) in the case of resignation and to augment the payments provided for in clause 29.01(d) in the case of retirement, in amounts to be determined at the discretion of the Corporation.

28.09 **Order of Offer**

Employees who have applied to be considered for potential early retirement opportunities or potential severance payments on resignation, in accordance with clause 28.08 above, will be offered such opportunity, firstly in seniority order to surplus employees and then, in seniority order, to other applicants who would create vacant positions to be filled by surplus employees. These employees will be advised in writing of the payments determined in accordance with paragraph 28.08 above.

28.10 **Time Limit for Response**

The employee concerned will have ten (10) working days thereafter to decide whether to accept the early retirement or resignation opportunity, as the case may be.

If the employee concerned does not make the election within the time period specified or does not accept the opportunity, the Corporation may offer the opportunity to the next senior employee having made application under clause 28.06 above.

28.11 **Procedure**

The names of surplus employees shall be placed on the surplus list under article 27 and employees will be appointed or offered assignment to alternate employment opportunities in accordance with the following procedure:

- (a) The surplus employee shall be offered alternate employment opportunities at the same classification level within a forty (40) kilometre radius of her work location. If she is not qualified, she may be trained provided she has the capability and may within a reasonable period of training become qualified. If the employee refuses such appointment, she shall be laid off without recall rights or Supplementary Unemployment Insurance Benefits. If the employee accepts such alternate employment, she shall be appointed to that position and her name shall be removed from the surplus list. If within the twelve (12) month period following the appointment, the appointment is terminated for any reason other than termination for just, reasonable and sufficient cause, then her name will be placed back on the surplus list.
- (b) Should there be no position in (a) above, the surplus employee shall be offered alternate employment opportunities at the same classification level within her prescribed area of employment to available vacancies in accordance with clause 27.03.
- (c) Where an employee accepts a relocation opportunity, the expenses involved shall be the responsibility of the Corporation in accordance with the then current policy of the Corporation.
- (d) Should an employee refuse to accept relocation in her prescribed area of employment but outside of a forty (40) kilometre radius of her work location, she may opt to be laid off with recall rights and SUB Plan benefits in accordance with article 29 or she may be assigned to a position in the bargaining unit with the same or lower annual maximum rate of pay for which she is qualified or for which the employee has the capability and may within a reasonable period of training become qualified within a forty (40) kilometre radius of the location in which she is presently employed.

- (e) Where an employee has been assigned pursuant to (d) above and the maximum wage rate of her former position is greater than the maximum wage rate of the position to which she has been assigned, she shall be paid in accordance with the procedures for red-circled employees contained in clause 31.07 of the collective agreement.
- (f) Should there be no vacant positions in the bargaining unit, within a forty (40) kilometre radius of the location in which the employee is presently employed, she may be offered any other work assignment(s) within the Corporation within a forty (40) kilometre radius of the location in which she is presently employed. If an employee refuses such work assignment(s), she shall be laid off with recall rights and SUB Plan benefits in accordance with article 29. Where an employee has accepted a work assignment(s) outside the bargaining unit, she shall be paid at the rate of pay for the work which she is performing. Where, during a calendar month, her regular straight-time earnings from the work assignment(s) are less than the regular earnings to which she would be entitled from her substantive position, the Corporation will pay a supplement equal to the difference. This supplement shall be deemed to be earnings for the purpose of the Public Service Superannuation Act.
- (g) For the term of this collective agreement, an employee who is assigned (as opposed to appointed) to any other work assignments pursuant to clause 28.11(f) will continue to be treated as a surplus employee for the duration of the assignment and will be returned to a holding position with surplus status in the bargaining unit should the assignment be terminated for any reason, including the inability or incapacity of the employee to perform the assignment. This status will terminate should she accept appointment to any position.

- (h) A surplus employee who relocates to fill a vacant position pursuant to (b) above and who is subsequently appointed to a position within a forty (40) kilometre radius of her former work location, in accordance with clause 27.03(b), will be entitled to be reimbursed for her relocation expenses in accordance with the then current policy of the Corporation, if the relocation is in excess of forty (40) kilometres from her present workplace. If that surplus employee refuses the appointment, she will be deemed to be appointed to the position to which she has relocated.
- (i) No full-time employee will be required to accept a part-time position. This provision does not preclude the Corporation from assigning a full-time employee to a part-time position in accordance with the provisions of 28.11 (d), (e), (f). The employee shall also be entitled to the provisions of 28.11(h).
- (j) When full-time employees are assigned in accordance with this Article no part-time positions shall be created in the same classification level in the location from which such assignment occurred for a period of six (6) months thereafter unless a full-time position becomes vacant through attrition.

28.12 Language of Work

An employee will not be required to transfer to a location where the working language is different from that used in the employee's former location.

ARTICLE 29

LAYOFF, SEVERANCE, TERMINATION

29.01

(a) Layoff/Recall

Employees who are laid off shall be entitled to the following:

- (i) An employee who has more than six (6) months but less than two (2) years of continuous employment and who is laid off will have the right to be recalled in seniority order for a period equivalent to her length of seniority after the date of lay-off.
- (ii) An employee who has two (2) years or more of continuous employment and who is laid off will have the right to be recalled in seniority order for a period of two (2) years after the date of lay-off.
- (iii) An employee who has fifteen years or more of continuous employment and who is laid off will have the right to be recalled in seniority order for a period of four (4) years after the date of lay-off.

(b) Severance Pay

- (i) An employee who has exhausted all her recall rights under 29.01 (a) or has renounced such rights shall be terminated and shall receive severance pay equivalent to two (2) weeks' pay for the first, and one (1) week's pay for each succeeding completed year of continuous employment, but the total amount of severance pay which might be paid under this clause shall not exceed twenty-eight (28) weeks' salary.
- (ii) An employee who is laid off pursuant to clause 28.11(a) is not entitled to recall rights as provided for in clause 29.01(a), but shall be entitled to severance pay as specified in clause 29.01(b)

(c) Resignation

- (i) On resignation, subject to clause 29.01 (d) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
- (ii) In the application of the above clause (c) (i), at the discretion of the Corporation, the ten (10) year service requirement may be waived and the severance payment may be increased to an amount to be determined by the Corporation.

(d) Retirement

- (i) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when she is entitled to an immediate annual allowance, under the Public Service Superannuation Act,

or
- (ii) a part-time employee, who regularly works more than thirteen and one-half (13½) but less than thirty (30) hours a week, and who, if she were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if she were a contributor under the Public Service Superannuation Act,

one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

(e) Death

If an employee dies, there shall be paid to her estate, one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay, regardless of any other benefit payable.

(f) Release for Incapacity

An employee released from employment for incapacity shall, on termination of her employment, be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

29.02 Maximum Severance Benefits

Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit.

Under no circumstances shall the maximum severance pay provided under clause 29.01 be pyramided.

29.03 Weekly Rate of Pay on Termination

The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in her letter of appointment on the date of the termination of her employment.

29.04 Supplementary Unemployment Benefits Plan

The parties agree that the Corporate Supplementary Unemployment Benefits Plan, as amended from time to time and subject to the requirements of the Canada Employment and Immigration Commission, shall form part of this collective agreement and shall be available to eligible employees for the term of this collective agreement.

29.05 **Voluntary Early Retirement/Severance**

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

ARTICLE 30

TECHNOLOGICAL CHANGE

30.01 **Definition**

In this Agreement "*technological change*" means:

- (a) the introduction by the Canada Post Corporation of equipment or material of different nature or kind than that previously utilized by it in the operation of the business;

and

- (b) a change in the manner in which the Corporation carries on the work, that is directly related to the introduction of that equipment or material.

30.02 **Adverse Effects**

In the introduction of technological change the Corporation will seek ways and means of minimizing adverse effects on employees which might result from such change.

30.03 **Notification**

In the introduction of technological change, the Corporation shall notify the Alliance, at least one hundred and twenty (120) days prior to the introduction or implementation of such technological change.

30.04 **Information to be Contained in Notification**

The notice mentioned in clause 30.03 shall be given in writing and shall contain the following information:

- (a) the nature of the technological change,
- (b) the date upon which the Corporation proposes to effect the technological change,
- (c) the approximate number, type and location of employee(s) likely to be affected by the change,
- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
- (e) all pertinent data relating to the anticipated effects on employees.

30.05 Canada Labour Code

In accordance with Part I of the Canada Labour Code, Section 51(2) (c) (ii), the parties agree that Sections 52, 54 and 55, do not apply, during the term of this collective agreement, to the Corporation and the Alliance.

30.06 Consultation on Changes

Where the Corporation has notified the Alliance of its intention of introducing a technological change, the parties undertake to meet within the next fifteen (15) days to hold constructive and meaningful consultation in an effort to reach an agreement on solutions to minimize the adverse effects on employees which might result from such change.

30.07 No Lay Off

The Corporation guarantees that as a result of technological change there will be no lay-off of regular full-time or part-time employees employed in a position in the bargaining unit, provided such employees are entitled to the provisions of Article 28 (Job Security), and will accept retraining, reassignment and/or relocation, pursuant to Article 28.

30.08 Guarantees

The Corporation sets out the following guarantees for employees covered by this collective agreement who are affected by a technological change, provided such employees are entitled to the provisions of Article 28 (Job Security):

- (a) Guaranteed Employment: the Corporation guarantees continuous employment to all employees covered by the Agreement until the signing of the next collective agreement by the parties.
- (b) Guaranteed Classification: for the period of continuous employment guaranteed in the previous paragraph, an employee shall retain her classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level.
- (c) Guaranteed Pay: to further clarify the intent of this clause, the Corporation guarantees full pay and benefits for normal working hours as defined in the collective agreement for the full period of continuous employment guaranteed in paragraph (a) above.
- (d) When an employee is transferred permanently from one working place to another, she shall be entitled to a lump sum compensation of \$300 at the time of her transfer provided that the distance between her residence at the time of transfer and her new working place has increased by three (3) kilometres or more.

30.09 **Expenses**

Expenses involved in retraining shall be paid by the Corporation. The employee's salary shall continue to be paid during retraining.

III **PAY & BENEFITS**

ARTICLE 31

PAY ADMINISTRATION

31.01 **Terms and Conditions under Public Service**

Except as provided in this Article, the terms and conditions governing pay administration as they applied under the Public Service are not affected by this Agreement.

31.02 **Payment of Salary**

An employee is entitled to be paid on a biweekly basis for services rendered at:

(a) The pay specified in Appendix "AA" for the classification of the position to which she is appointed, if the classification coincides with that prescribed in her letter of appointment;

or

(b) The pay specified in Appendix "AA" for the classification prescribed in her letter of appointment, if that classification and the classification of the position to which she is appointed do not coincide.

31.03 **Where Salary Increment and Revision Coincide**

Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

31.04 Acting Pay

- (a) When an employee is required by the Corporation to substantially perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive days, she shall be paid acting pay calculated from the date on which she commenced to act as if she had been appointed to that higher classification level for the period in which she acts.

- (b) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

31.05 Pay-day on a Day of Rest

When the regular pay-day of an employee falls on her day of rest, she shall be paid on the working day preceding the day of rest provided that her regular pay cheque is available for distribution.

31.06 New Classification Standard

If, during the term of this Agreement, a new classification standard is established, the Corporation shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of the employees on their movement to the new levels.

31.07 Red Circling

- (a) General

This clause supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with this clause.

Where the provisions of the collective agreement differ from those set out in this clause, the conditions set out in this clause shall prevail.

(b) Procedures

Part 1 of this clause shall apply to the incumbents of positions which will be or have been reclassified since December 13, 1981 to a group and/or level having a lower attainable maximum rate of pay.

Note: The term "*attainable maximum rate of pay*" means the maximum salary rate.

PART 1

- (i) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- (ii) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent this may be cited as Salary Protection Status and subject to Section (iii) (b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.
- (iii) (a) The Corporation will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of her former position.

- (b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same work location, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
- (c) An employee transferring under (a) above will be paid in the scale of rates of the new position at the rate nearest to but not less than her former rate and shall retain her former increment date.

(c) Part 2 of this clause shall apply to incumbents of positions who were in holding rates of pay on December 13, 1981.

PART 2

- (i) An employee whose position has been downgraded prior to the implementation of this agreement and is being paid at a holding rate of pay on the effective date of pay increase and continues to be paid at that rate on the date immediately prior to the effective date of a further pay increase, shall receive a lump sum payment equal to 100% of the pay increase for the employee's former group and level calculated on her annual rate of pay.

- (ii) An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than she would have received by the application of paragraph (i) of Part 2 of this clause, shall receive a lump sum payment equal to the difference between the amount calculated by the application of paragraph (i) of Part 2 of this clause and any increase in pay resulting from her removal from the holding rate.

31.08 Pay Increment Periods

The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside Canada Post Corporation shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from the outside.

PSAC-18 CLASSIFICATIONS

<u>Level</u>	<u>Full-Time Employee</u>	<u>½ Time or more but less than Full-time</u>
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CR-OE-DD

OE 1	26 wks.	52 wks.
DD 1 and DD 2	26 wks.	52 wks.
CR 1	26 wks.	52 wks.
OE 2 to OE 5 (incl.)	52 wks.	104 wks.
DD 3 to DD 9 (incl.)	52 wks.	104 wks.
CR 2 to CR 6 (incl.)	52 wks.	104 wks.

DA

DA-CON-1 (Steps 1 to 8 incl.)	26 wks.	52 wks.
DA-PRO-1 (Steps 1 to 9 incl.)	26 wks.	52 wks.
DA-CON-1 (Steps 9 and 10)	52 wks.	104 wks.
DA-PRO-1 (Steps 10 to 13)	52 wks.	104 wks.
DA-CON-2 to DA-CON-8	52 wks.	104 wks.
DA-PRO-2 to DA-PRO-7	52 wks.	104 wks.

SST

ST-TYP-1	26 wks.	52 wks.
ST-STN-1 up to and incl. the fifth step	26 wks.	52 wks.
ST-SCY-1	26 wks.	52 wks.
ST-OCE-1 up to and incl. the fourth step	26 wks.	52 wks.
ST-STN-1 sixth step and above	52 wks.	104 wks.
ST-OCE-1 fifth step	52 wks.	104 wks.
ST-TYP-2, ST-STN-2, ST-SCY-2, ST-OCE-2, ST-OCE-3 ST-COR-1, ST-COR-2	52 wks.	104 wks.

Progression beyond the fifth step of ST-STN-1 and fourth step of ST-OCE-1 is contingent on meeting specified standard of proficiency and performance.

PG

PG-T.I.R., PG-DEV	26 wks.	52 wks.
PG-1 to PG-6	52 wks.	104 wks.

GT-SI

GT-1 to GT-8	52 wks.	104 wks.
SI-1 to SI-8	52 wks.	104 wks.

IS

IS-1 to IS-5	52 wks.	104 wks
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LS

LS-1 to LS-5	52 wks.	104 wks.
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		½ Time or more but less than Full-time
<u>Level</u>	<u>Full-Time Employee</u>	<u>Full-time</u>

ESS

ESS-Recruiting Level	26 wks.	52 wks.
ESS-1 to ESS-11	52 wks.	104 wks.

AS/PM

AS-1 to AS-6	52 wks.	104 wks.
PM-1 to PM-6	52 wks.	104 wks.

FI

FI-T.I.R., FI-DEV.	26 wks.	52 wks.
FI-1 to FI-6	52 wks.	104 wks.

CM

CM-1 to CM-7	26 wks.	52 wks.
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ELECTRONICS

<u>Level</u>	<u>Full-Time Employee</u>
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EL

EL-4 to EL-7	52 wks
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Applicable to employees of the EL classification

The Corporation may deny a pay increment to an employee if it is satisfied the employee is not performing the duties of her position satisfactorily. Where the Corporation intends to deny a pay increment to an employee it shall, at least two (2) weeks but not more than six (6) weeks before the due date for the pay increment to the employee, give the employee in writing the reason for the denial.

Where the Corporation has denied an increment it may grant the increment on any Monday prior to the expiry of the increment period following and the employee shall retain her increment date. The Corporation shall review the employee's performance three (3) months after the date of denial and decide whether or not the employee's increment should be granted.

ENGINEERING AND LAND SURVEY**ENG****PAY INCREMENT ADMINISTRATION**

1. The pay increment period for employees paid in the scale of rates referred to in Appendix "AA-9", other than EN-ENG-1, is twelve (12) months.
2. An employee shall, upon her pay increment date, move to the next higher increment level, as shown in Appendix "AA-9", provided that she has received a performance rating of at least fully satisfactory.
3. The pay increment period for an employee paid in the EN-ENG-1 scale of rates is six (6) months, and the pay increment shall be to a rate which is three hundred dollars (\$300) higher than her former rate, or if there is no such rate, to the maximum of EN-ENG-1 scale of rates.

4. Except for a part-time employee in the EN-ENG-1 level, a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay provided that the maximum rate for the employee's level is not exceeded. A part-time employee in the EN-ENG-1 level shall be eligible for an increment when she has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay provided that the maximum of the range for the employee is not exceeded.

COMPUTER SYSTEMS

<u>Level</u>	<u>CS</u>	<u>Full-Time Employee</u>
CS-1 (Steps 1 through 9)		26 wks

<u>Accelerated Increment Periods</u>		
from	3 to 4 3 to 5 3 to 6 4 to 5 4 to 6 5 to 6	26 wks or less
from	7 to 8 7 to 9 8 to 9	26 wks or less
Based on qualifications, performance and when certified by appropriate officer of the Corporation.		

CS-1 (Steps 9 through 14)	52 weeks
CS-2 (Steps 1 through 7)	52 weeks
CS-3 (Steps 1	

through 7)	52 weeks
CS-4 (Steps 1 through 7)	52 weeks

31.09 **Change In Status During the Retroactive Period**

Where, during the retroactive period, an employee was paid on initial appointment to the Corporation at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, she shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which she was appointed, and at the discretion of the Corporation, may be paid at any rate up to and including the rate shown immediately below the rate she was receiving.

31.10 **Payment At the New Appendix "AA"**

Scale of Rates

Except for employees appointed, promoted or transferred in the retroactive period (refer to clause 31.09), all employees shall be paid in the new "AA" scale of rates at the rate shown immediately below their former rate on the relevant adjustment date.

31.11 **Application of the Rates of Pay In Appendix "AA"**

The rates of Pay in Appendix "AA" that are effective prior to the signing of this Agreement shall apply to employees on strength in the bargaining unit on the date of signing of this Agreement and to persons who have ceased to be employees in the bargaining unit during the retroactive period because of:

- (a) moved to another position outside the bargaining unit within Canada Post Corporation;
- (b) returned to a position within the Public Service during the retroactive period and still on strength in the Public Service provided such employee(s) did not receive retroactive pay for any of the period in question from the Public Service. Such employees

are only eligible for the retroactive pay for the period of time they were with Canada Post Corporation during the retroactive period;

- (c) retirement provided the employee is entitled to an immediate annuity or has reached the age of fifty-five (55) and is entitled to an immediate annual allowance pursuant to the Public Service Superannuation Act;
- (d) appointed for an indeterminate period and was laid off;
- (e) death.

31.12 Recovery of Overpayments**

When an employee has been overpaid for two or more consecutive pay periods, through no fault of her own and the overpayment is in excess of fifty dollars (\$50.00), the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. If the employee advises her local management that the stated recovery action will create a hardship, recovery will not exceed ten percent (10%) of the employee's pay each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.

ARTICLE 32

SHIFT AND WEEKEND PREMIUMS

32.01 Shift Premium

- (a) Effective on date of signing, employees shall receive a shift premium of ninety-five cents (\$0.95) per hour for all hours worked, including overtime hours worked, between 6:00 p.m. and midnight and one dollar and fifteen cents (\$1.15) per hour for all hours worked, including overtime hours worked, between midnight and 6:00 a.m.

- (b) Where employees are paid this premium for the majority of hours of a regularly scheduled shift, they shall be paid this premium for all hours worked during the shift.

32.02 Weekend Premium

- (a) Effective the date of signing, employees shall receive an additional premium of one dollar and fifteen cents (\$1.15) per hour for work on Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

ARTICLE 33

CALL-BACK PAY

33.01 Minimum Compensation

When an employee is recalled to a place of work and such recall has not been scheduled in advance, she shall be paid the greater of:

- (a) compensation equivalent to three (3) hours' pay at the applicable overtime rate,
- or
- (b) compensation at the applicable overtime rate, provided that the period of overtime worked by the employee is not contiguous to her scheduled working hours.

33.02 Emergency Situations**Applicable only to employees of the EL classification**

Where, in an emergency situation and as a result of a problem arising, the Corporation, in lieu of calling an employee back to work, contacts the employee to obtain information regarding the operation and/or the repair of a piece of equipment, the employee shall be entitled to compensation equivalent to one (1) hour's pay at the straight time rate.

33.03 Reimbursement for Transportation Costs

When an employee is recalled to work overtime under the conditions described in clause 33.01, and is required to use transportation services other than normal public transportation services, she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Corporation to use her automobile when the employee travels by means of her own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

33.04 Commuting Time Not Worked

Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than her normal place of work, time spent by the employee reporting to work or returning to her residence shall not constitute time worked.

ARTICLE 34**STANDBY**

- 34.01** Employees shall not be required to be available on standby during off-duty hours.

34.02 Notwithstanding the above, operational requirements in certain departments warrant coverage of off-duty hours. The conditions outlined in clause 34.03 below apply to all positions on the list contained in Appendix "E" and shall be in full force and effect for the term of the collective agreement. If, as a result of operational or organizational change, modifications to the list in Appendix "E" are required, the Corporation undertakes to consult with the Alliance prior to modifying this list.

34.03

- (a) Where the Corporation requires an employee to be available on standby during off-duty hours, the employee shall be compensated, effective on the date of signing, in an amount equivalent to one (1) hour's pay at straight time, with a minimum of twenty dollars (\$20.00) for each eight (8) hour period that she is on standby.
- (b) The Corporation agrees that paging devices will be provided without cost to those employees on standby duty, to enable employees to report for duty as required.
- (c) In designating employees for standby duty, the Corporation will endeavor to provide for the equitable distribution of standby duties by maintaining the proper standby lists.
- (d) No standby duty payment shall be granted if an employee is unable to report for duty when required.
- (e) An employee on standby duty who is required to report for work shall be paid in accordance with the provisions for Call-Back Pay of this Agreement.
- (f) An employee on standby duty who performs work after having been contacted by the Corporation but who is not required to report to the normal place of work, shall be paid either for the time actually worked or a minimum of fifteen (15) minutes, whichever is greater.

- (g) To avoid the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

ARTICLE 35

TRAVELLING TIME

35.01 Limited Application of this Article

- (a) For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- (b) For the purposes of this Article, "*headquarters area*" means an area surrounding the workplace having a radius of sixteen (16) kilometres centered on the workplace.

35.02 Travel

- (a) When an employee is required to travel outside her headquarters area on Corporation business, the time of departure and the means of such travel shall be determined by the Corporation and the employee shall be compensated for travel time in accordance with clauses 35.03 and 35.04. Travel time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.
- (b) **Applicable only to employees of the ENG classification**

With the exception of cases of emergencies, such as urgent operational requirements, the Corporation will provide employees with twenty-four (24) hours advance notice of travel.

(c) **Applicable only to employees of the ENG classification**

Employees shall not be required to spend more than fifty percent (50%) of their time in a fiscal year in travel status and not more than one (1) month continuously without two (2) weeks at their headquarters area, without their consent.

(d) **Applicable only to employees of the EL classification**

When, in the performance of her duties, an employee is required by the Corporation to travel by authorized means of transport, time necessarily spent by the employee in such travel shall be compensated for as time worked. Such travelling shall include time necessarily spent at each stop-over provided such stop-over is not longer than three (3) hours.

35.03 Compensation

For the purpose of clauses 35.02 and 35.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, including the normal travel time to the point of departure.
- (b) For travel by private means of transportation, the normal time as determined by the Corporation to proceed from the employee's place of residence or work place, as applicable, direct to her destination and, upon her return direct back to her residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Corporation may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the Corporation's original determination.

35.04 **Rates of Travel Time Compensation**

If an employee is required to travel as set forth in clauses 35.02 and 35.03:

- (a)
 - (i) On a normal working day on which she travels but does not work, the employee shall receive her regular pay for the day.
 - (ii) **Applicable only to employees of the ENG classification**

On a normal working day on which she travels and does not work at her headquarters area or at a work location, the employee shall receive her regular pay for the day. Travel time in excess of her normal working day shall be compensated at straight time.
- (b) On a normal working day on which she travels and works, the employee shall be paid:
 - (i) her regular pay for the day for a combined period of travel and work not exceeding her regularly scheduled hours for that day,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of her regularly scheduled hours for that day.
- (c)
 - (i) On a day of rest or on a designated paid holiday the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of the number of hours normally scheduled for a regular working day for that employee.

(ii) **Applicable only to employees of the ENG classification**

On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.

(d) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Corporation, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

(e) Compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year and if not liquidated by the end of that fiscal year, then payment in cash will be made. Payment will be made at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of appointment as of the end of the fiscal year.

35.05 Situations Where Travel Time Compensation Does Not Apply

Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Corporation.

ARTICLE 36

TRAVEL, RELOCATION AND ISOLATED POSTS

36.01 **Policies**

- (a) The current benefit levels being received by employees in the bargaining unit in accordance with the corporate policies dealing with Travel, Relocation and Isolated Posts shall be continued unless they are amended through mutual agreement between the parties at the national level.

- (b) The policy on Isolated Posts shall continue to apply to employees who were on strength at the date of signing of the collective agreement, for as long as they remain employed with Canada Post Corporation in their present office or any office listed in the policy. Entitlement to the policy on Isolated Posts will not be extended to employees hired or appointed for the first time to an isolated post after the date of signing of the collective agreement.

ARTICLE 37

HEALTH CARE, HOSPITAL INSURANCE AND DENTAL PLAN

37.01 **Extended Health Care Plan**

- (a) The Corporation agrees that the Extended Health Care Plan (EHCP), as amended from time to time, shall remain in effect during the term of this Agreement.

- (b) The Corporation will contribute one hundred percent (100%) of the cost of the Medical Coverage option (formerly the "Basic" portion) under the plan.

37.02 **Provincial Health Insurance**

The Corporation will pay seventy percent (70%) of the Provincial Medical premium for those provinces which levy a premium.

37.03 **Dental Plan**

(a) The dental plan agreed upon by the parties shall form part of this collective agreement and shall remain in full force and effect for the term of this Agreement. The Corporation agrees to pay all costs associated with this plan.

(b) The Dental Plan is to be amended to reflect the 1995 fee guide.

37.04 **Vision/Hearing Care Plan**

(a) The Corporate Vision/Hearing Care Plan shall form part of this Agreement and shall remain in full force and effect for the term of the Agreement.

(b) All full-time and part-time indeterminate employees in the bargaining unit shall be covered by the plan, the cost of which shall be borne by the Corporation.

(c) The covered expenses under the vision benefits shall be a maximum of one hundred thirty dollars (\$130.00) for each two (2) year period.

37.05 **Disability Insurance**

(a) The Corporate Disability Insurance plan shall form part of this Agreement and shall remain in full force and effect for the term of the Agreement.

(b) The Corporation will pay fifty percent (50%) of the Disability Insurance premium.

ARTICLE 38

LEAVE - GENERAL

38.01 Information on Leave Credits

An employee is entitled to be informed at reasonable intervals, upon request, of the balance of her vacation or sick leave with pay credits.

38.02 Retention of Leave Credits

The amount of leave with pay credited to an employee by the Corporation at the time when this Agreement is signed, or at the time when she becomes subject to the Agreement, shall be retained by the employee.

38.03 No Cumulation of Leave

An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

38.04 Furlough Leave

An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

38.05 When Not Entitled to Leave With Pay

An employee is not entitled to leave with pay during periods she is on leave without pay, on educational leave without pay or under suspension.

38.06 Leave Denied

When the Corporation denies an employee's application for leave, explanations shall be provided forthwith to the employee. Upon request from the employee, written reasons for the refusal shall be provided.

38.07 **Response**

An employee's request for leave shall be responded to within a reasonable period of time.

ARTICLE 39

DESIGNATED PAID HOLIDAYS

39.01 **Designated Holidays**

Subject to clause 39.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Corporation, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Corporation, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

39.02 Eligibility for Pay on a Designated Holiday

An employee absent without pay on both her full working day immediately preceding and her full working day immediately following a designated holiday is not entitled to pay for the holiday. All paid leave granted under the provisions of Article 41 hereof, will be considered as paid days for the purpose of calculations under this clause.

39.03 Holiday Falling on a Day of Rest

When a day designated as a holiday under clause 39.01 coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following her day of rest.

39.04 Holiday Moved

When a day designated as a holiday for an employee is moved to another day under the provisions of clause 39.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

39.05 Compensation for Work on a Holiday

When an employee works on a holiday, she shall be paid:

- (a) double (2) time her hourly rate of pay for all hours worked in addition to the pay that she would have been granted had she not worked on the holiday;

or
- (b) upon request, and with the approval of the Corporation, she may be granted:
 - (i) a day of leave with pay (hourly rate of pay) at a later date in lieu of the holiday,

and
 - (ii) pay at two (2) times the hourly rate of pay for all hours worked by her on the holiday;
- (c) where practicable and at the request of an employee, the Corporation will endeavour to grant the leave earned in 39.05 (b) (i) contiguous to the employee's vacation leave;
- (d) if any lieu days cannot be liquidated by the end of the fiscal year they will be carried over into the

following fiscal year, or at the request of an employee, they will be paid off at the employee's hourly rate of pay as calculated from the classification prescribed in her certificate of appointment at the end of the fiscal year.

39.06 Work Outside of Headquarters Area During a Holiday

Applicable only to employees of the EL classification

- (a) An employee assigned to duty outside her headquarters area (other than to training courses conducted under Article 45), who cannot return to her headquarters area for a designated holiday without incurring additional expense to the Corporation shall, if she so requests and sufficient work is available, work the holiday. For such work the employee shall receive her normal daily rate of pay and in addition be paid at two (2) times her straight time hourly rate for all hours worked by her.
- (b) An employee who is assigned by the Corporation to undertake training outside her headquarters area and who cannot return to her headquarters area for a designated holiday without incurring additional travel expense to the Corporation, and who is not required by the Corporation to undertake training or perform other work on the holiday, shall receive her normal daily rate of pay and, in addition, upon her return to her headquarters area be granted one day compensatory leave. Such leave will be taken at a time mutually agreed to by the employee and the Corporation.

39.07 Minimum Compensation

An employee who reports for work as directed on a designated paid holiday shall be paid for the time actually worked at double (2) time or a minimum of three (3) hours at double (2) time, whichever is the greater.

39.08 Reimbursement for Transportation Costs

When an employee is required to report for work and reports on a designated paid holiday which is not her scheduled day of work and is required to use transportation services other than normal public transportation services, she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Corporation to use her automobile when the employee travels by means of her own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

39.09 Commuting Time Not Time Worked

Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than her normal place of work, time spent by the employee reporting to work or returning to her residence shall not constitute time worked.

39.10 Holiday Coinciding with a Day of Paid Leave

When a day that is a designated paid holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 40

VACATION LEAVE

40.01 Vacation Year

The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

40.02 Credits

An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which she receives at least ten (10) days pay:

- (a) Three (3) weeks per fiscal year if she has completed less than seven (7) years of continuous employment;
- (b) Four (4) weeks per fiscal year after she has completed seven (7) years of continuous employment;
- (c) Five (5) weeks per fiscal year after she has completed fourteen (14) years of continuous employment;
- (d) Six (6) weeks per fiscal year after she has completed twenty-one (21) years of continuous employment;
- (e) Seven (7) weeks per fiscal year after she has completed twenty-eight (28) years of continuous employment;
- (f) A full-time employee who is not entitled to receive pay for at least ten (10) days in each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 40.02, for each calendar month for which she is entitled to receive pay for at least ten (10) days.

40.03 Entitlement to Vacation Leave With Pay

An employee is entitled to vacation leave with pay to the extent of her earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

40.04 Fractional Entitlements

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2)-day, the entitlement shall be increased to the nearest half (1/2)-day.

40.05 * Scheduling of Vacation Leave With Pay

- (a) Subject to clause 40.08, employees are expected to take all of their vacation leave during the year in which it is earned.
- (b) *
 - (i) * For periods of vacation leave to be taken between June 1 and September 30, selection will be done by employees on the basis of seniority. Selection shall commence not later than January 1 and shall be completed in sufficient time to allow the Corporation to post the vacation leave schedule by April 1.
 - (ii) The administrative details pertaining to this procedure shall be established following meaningful consultation at the local level.
- (c) Subject to Article 24 (Seniority), the Corporation shall schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.
- (d) Once an employee's vacation period has been scheduled and approved in accordance with this Article that vacation period may not be displaced by a more senior employee.

40.06 Approval or Disapproval of Leave

The Corporation shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation or furlough leave. In the case of disapproval, alteration or cancellation of such leave, the Corporation shall give the written reason therefor, upon written request from the employee.

40.07 Displacement of Vacation Leave

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

- (a) is granted bereavement leave,
or
- (b) is granted leave with pay because of illness in the immediate family,
or
- (c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period or reinstated for use at a later date.

40.08 Carry-Over

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

40.09 Return to Duty While on Leave

- (a) No employee shall be required to return to duty after she has proceeded on vacation leave or furlough leave with pay.
- (b) Where, during any period of vacation leave or furlough leave with pay, an employee agrees to return to duty in response to a request by the Corporation, she shall be reimbursed for reasonable expenses, as normally defined by the Corporation, that she incurs:
 - (i) in proceeding to her place of duty,
and
 - (ii) in returning to the place from which she was recalled if she immediately resumes vacation upon completing the assignment for which she was recalled,

after submitting such accounts as are normally required by the Corporation.

- (c) The employee shall not be considered as being on vacation leave or furlough leave during any period in respect of which she is entitled under clause 40.09 (b) to be reimbursed for reasonable expenses incurred by her.

40.10 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, she or her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to her credit by the daily rate of pay as calculated from the classification prescribed in her letter of appointment on the date of termination of her employment.

40.11 Recovery of Unearned Vacation Pay

In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, as calculated from the classification prescribed in her letter of appointment on the date of termination of her employment.

40.12 Abandonment

Notwithstanding clause 40.10, an employee whose employment is terminated by reason of a declaration that she abandoned her position is entitled to receive the payment referred to in clause 40.10, if she requests it within six (6) months following the date upon which her employment is terminated.

40.13 Advance Payments

The Corporation agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

40.14 **Cancellation of Approved Leave**

- (a) When the Corporation cancels or alters a period of vacation or furlough leave which it had previously approved in writing, the Corporation 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 Corporation may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Corporation.

- (b) Approved vacation or furlough leave 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.

40.15 **Vacation Pay for Part-Time Employees**

- (a) Notwithstanding the provisions of clause 40.03, a part-time employee shall receive vacation pay equal to a percentage of her previous calendar year's earnings in lieu of vacation leave with pay. This percentage shall be:
 - (i) six percent (6%) if the employee has completed less than seven (7) years of continuous employment;
 - (ii) eight percent (8%) after the employee has completed seven (7) years of continuous employment;
 - (iii) ten percent (10%) after the employee has completed fourteen (14) years of continuous employment;

- (iv) twelve percent (12%) after the employee has completed twenty-one (21) years of continuous employment;
 - (v) fourteen percent (14%) after the employee has completed twenty-eight (28) years of continuous employment.
- (b) Calendar year earnings, for the purposes of calculating vacation pay for a part-time employee, shall reflect the gross wages as reported on her T-4 earnings as *"Total Income Before Deductions"*.
- (c) Part-time employees shall receive their vacation pay prior to the last Friday of March of each year. A part-time employee may nevertheless choose to receive this pay immediately prior to departure for vacation leave. She shall then notify the Corporation prior to January 15th. In such a case vacation pay shall be given one (1) week before the beginning of the vacation period.
- (d) An employee will be granted vacation leave without pay up to a maximum of three (3) weeks if entitled to vacation pay in accordance with 40.15 (a) (i), above; four (4) weeks if entitled to vacation pay in accordance with 40.15 (a) (ii), above; five (5) weeks if entitled to vacation pay in accordance with 40.15 (a) (iii), above; six (6) weeks if entitled to vacation pay in accordance with 40.15 (a) (iv), above; and seven (7) weeks if entitled to vacation pay in accordance with 40.15 (a) (v), above.

Such vacation leave will be scheduled on the basis of seniority and subject to local operational requirements.

ARTICLE 41

**LEAVE WITH OR WITHOUT PAY FOR ALLIANCE
BUSINESS OR FOR OTHER ACTIVITIES UNDER
PART I OF THE CANADA LABOUR CODE**

**41.01 Applications for Certification, Representations
and Interventions With Respect to Application
for Certification**

The Corporation will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention;
- (b) on receipt of reasonable advance notice to a reasonable number of employees where such employees make personal representations with respect to a certification.

41.02 Leave With Pay

The Corporation will grant leave with pay to an employee called as a witness by the Canada Labour Relations Board.

**41.03 Arbitration Board and Conciliation Board
Hearings**

The Corporation will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.

41.04 Employee Called as a Witness

The Corporation will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board.

41.05 Arbitration

The Corporation shall grant leave with pay to an employee who is:

- (a) a party to the arbitration,

- (b) the representative of an employee who is a party to an arbitration,
- and
- (c) a witness called by an employee who is a party to an arbitration.

41.06 Meetings During the Grievance Process

The Corporation shall grant leave with pay to an employee for the purpose of clause 19.01 and for the purpose of attending a grievance hearing when the meeting is held in the headquarters area of the employee. Leave without pay shall be granted when the meeting is held outside the employee's headquarters area.

41.07 Leave for an Alliance Representative

When an Alliance representative wishes to represent, at a meeting with the Corporation, an employee who has presented a grievance, the Corporation shall arrange the meeting and shall grant leave with pay to the representative when the meeting is held in her headquarters area and leave without pay when the meeting is held outside her headquarters area.

41.08 Leave to Discuss Grievance

When an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and a representative of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where practicable, be given reasonable leave with pay for this purpose when the discussion takes place in her headquarters area and reasonable leave without pay when it takes place outside her headquarters area.

41.09 Leave Without Pay for Negotiations Meetings

On receipt of reasonable advance notice, the Corporation will grant leave with pay to employees selected as delegates to a negotiating committee for the purpose of collective bargaining at the National level with the Corporation, 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. The Corporation will be promptly reimbursed by the Alliance for the salary and benefits received by the employee while on leave under this clause in accordance with the following procedure:

- (i) Where an employee works at least ten (10) days in a month, the Alliance shall promptly remit to the Corporation on demand and at such regular intervals as may be determined by the Corporation an amount equal to the employee's gross salary for the time on leave specified in the Corporation's demand.
- (ii) In all other cases, the Alliance shall promptly remit to the Corporation on demand and at such regular intervals as may be determined by the Corporation an amount equal to the sum of the employee's gross salary plus thirty (30%) percent of the said gross salary for the time on leave specified in the Corporation's demand. The above stated percentage may, after consultation with the Alliance, be varied from time to time to reflect changes in the value of benefits.

41.10 Meetings Between the Alliance and Management Not Otherwise Specified in this Article

The Corporation will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

41.11 Full-Time Union Officers

An employee who has been elected or appointed to a full-time office of the Alliance, the Component and/or the Local shall be entitled to leave without pay for the period during which she is elected or appointed to hold office.

41.12 Alliance Executive Meetings, Congress and Conventions

On receipt of reasonable advance notice, the Corporation shall grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the Component, conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.

41.13 Representatives' Training Courses

The Corporation will grant, upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.

41.14 Work on behalf of The Alliance and/or the Component

Recognizing that circumstances may arise whereby an employee is required to serve or work on behalf of the Alliance and/or the Component, the Corporation agrees, on receipt of reasonable advance notice, to grant leave without pay.

41.15 * Seniority Credit

An employee who returns to work after a period of leave without pay granted under clause 41.11 shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in her classification and in the office where she was assigned prior to election or appointment and to the appropriate salary level in effect upon her return.

41.16 Conference and Seminar Delegates

The Corporation agrees, on receipt of reasonable advance notice, that employees selected as delegates to other conferences or seminars of the Union shall be granted leave of absence without pay for the purposes of attending such conferences or seminars.

41.17** **Employees to Remain on Payroll**

Employees who require leave for Local Union business to perform Local Union duties will remain on the Corporation's payroll. The Corporation will be fully reimbursed by the Local within ten (10) days of the employee returning to work from such leave. Reimbursement will be equal to an employee's gross salary for the time on leave. Where an employee works less than ten (10) days in a month due to taking leave for Local Union business, the reimbursement shall be increased by thirty (30%) percent. In the event that the Corporation is not fully reimbursed by the Local within the time period above then the leave shall be considered as leave without pay and appropriate adjustments shall be made to the subsequent pay of the employee.

ARTICLE 42**OTHER LEAVE WITH OR WITHOUT PAY****42.01** **Marriage Leave With Pay**

- (a) After the completion of six (6) months' continuous employment in the Canada Post Corporation, and providing an employee gives the Corporation at least five (5) days' notice, she shall be granted five (5) days' leave with pay for the purpose of getting married.

- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or layoff within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Corporation from any monies owed the employee.

42.02 * Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparents, grandchildren, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

(a) * Duration of Leave

Where a member of an employee's immediate family dies, she shall be entitled to leave with pay for a period of up to four (4) consecutive days which must include the day of the funeral for purposes relating to the bereavement and may, in addition, be granted up to three (3) days' leave for the purpose of travel related to the death.

(b) * Other Relatives

An employee is entitled to one (1) day's bereavement leave with pay, for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

(c) * Bereavement Leave Concurrent With Other Leave

If, during a period of compensatory leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, she shall be granted bereavement leave with pay and her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(d) * Extension of Leave

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the authorized representative of Canada Post Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 42.02 (a) and (b).

42.03 Leave With Pay for Birth or Adoption of a Child

- (a) Employees not in receipt of maternity leave shall be entitled to one (1) day's leave with pay for needs directly related to the birth of the child. This leave may be divided into two (2) periods and granted on separate days.
- (b) An employee shall be granted one (1) day's leave with pay for needs directly related to the adoption of the child. This leave may be divided into two (2) periods and granted on separate days.

42.04 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall notify the Corporation at least four (4) weeks prior to the commencement of the maternity leave unless there is a valid reason why such notice cannot be given and, subject to section (b) of this clause, shall eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave for a period ending not later than seventeen (17) weeks after the date of the termination of her pregnancy.
- (b) The Corporation may:
 - (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;

- (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
- (c) An employee on leave under this clause shall earn sick leave and vacation leave credits as if she had received pay for at least ten (10) days in each calendar month.
- (d) Leave granted under this clause shall be counted for the calculation of "*continuous employment*" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the Canada Labour Code, specifically pension, health and disability benefits.

42.05 Maternity Leave Supplementary Unemployment Benefit (SUB) Plan

- (a) After completion of six (6) months continuous employment, an employee who provides the Corporation with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to section 22, Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant under clause 42.05(a) shall sign an agreement with the Corporation, providing:
 - (i) that she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;

- (ii) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Corporation's consent, or unless the employee is then entitled to another leave provided for in this collective agreement.
- (c) Should the employee fail to return to work in accordance with the provisions of clause 42.05(b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Corporation for the amount received as maternity leave allowance.

42.06 Calculation of the Supplementary Unemployment Benefit Plan (Maternity Leave)

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan shall consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three per cent (93%) of her weekly rate of pay; and
- (b) up to a maximum of fifteen (15) additional weeks payments equivalent to the difference between the Unemployment Insurance benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay;
- (c) (i) for a full-time employee the weekly rate of pay referred to in clause 42.06(a) and 42.06(b) above shall be the weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment on the day immediately preceding the commencement of the maternity leave;

- (ii) for a part-time employee the weekly rate of pay referred to in clause 42.06(a) and 42.06(b) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment during the period of maternity leave, payments under clause 42.06(c)(i) or (ii) shall be adjusted accordingly.
- (e) The combined weekly level of unemployment insurance benefits, supplementary unemployment benefits and other earnings cannot exceed ninety-three percent (93%) of the employee's weekly rate of pay.
- (f) Employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

42.07 Parental Leave Without Pay

(a) Eligibility for Parental Leave

An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to twenty-six (26) weeks where the employee has or will have the actual care and custody of the newborn child.

(b) 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.

(c) Advance Notice by Employee

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

(d) Corporation may Request Birth Certificate

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

(e) Combined Leave by an Employee-Couple

Parental leave without pay shall not, in respect of the birth of the same child, exceed the combined total of twenty-six (26) weeks for an Employee-Couple.

(f) Leave to be Counted for Purposes of "Continuous Employment"

Leave granted under this clause shall be counted as "*continuous employment*" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the Canada Labour Code, specifically pension, health and disability benefits.

42.08 **Adoption Leave Without Pay**(a) Advance Notice by Employee

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

(b) Granting of Leave

An employee may request adoption leave without pay 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 (c) of this clause, shall be granted adoption leave without pay for a period of up to twenty-six (26) weeks within the fifty-two week period beginning on the day on which the child comes into the employee's care.

(c) Proof of Adoption

The Corporation may require an employee to submit proof of adoption.

(d) Combined Leave By an Employee-Couple

Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

(e) Leave to be Counted for Purposes of "Continuous Employment"

Leave granted under this clause shall be counted for the calculation of "*continuous employment*" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes. The Corporation will continue to ensure coverage and to pay the employer's share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the Canada Labour Code, specifically pension, health and disability benefits.

42.09 **Adoption Leave Supplementary
Unemployment Benefit (SUB) Plan**

- (a) After completion of six (6) months continuous employment, an employee who provides the Corporation with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 23, Employment Insurance Act, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant under clause 42.09(a) shall sign an agreement with the Corporation, providing:
- (i) that she will return to work and remain in the Corporation's employ for a period of at least six (6) months after her return to work;
- (ii) that she will return to work on the date of the expiry of her adoption leave, unless this date is modified with the Corporation's consent, or unless the employee is then entitled to another leave provided for in this collective agreement.
- (c) Should the employee fail to return to work in accordance with the provisions of clause 42.09(b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Corporation for the amount received as adoption leave allowance.

42.10 **Calculation of Supplementary Unemployment
Benefit Plan for Adoption Leave**

In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit Plan shall consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay; and

- (b) up to a maximum of ten (10) additional weeks payments equivalent to the difference between the Unemployment Insurance benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay;
- (c)
 - (i) for a full-time employee the weekly rate of pay referred to in clause 42.10(a) and 42.10(b) above shall be the weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment on the day immediately preceding the commencement of the adoption leave;
 - (ii) for a part-time employee the weekly rate of pay referred to in clause 42.10(a) and 42.10(b) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her letter of appointment averaged over the six (6) month period of continuous employment immediately preceding the commencement of the adoption leave.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment during the period of adoption leave, payments under clause 42.10(c)(i) or (ii) shall be adjusted accordingly.
- (e) The combined weekly level of unemployment insurance benefits, supplementary unemployment benefits and other earnings cannot exceed ninety-three per cent (93%) of the employee's weekly rate of pay.
- (f) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

42.11 * Leave With Pay for Family-Related Responsibilities

- (a) * For the purpose of this clause, family is defined as spouse, (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster-parents), grandparents, grandchildren, and any relative residing in the employee's household or with whom the employee permanently resides.
- (b) The Corporation shall grant leave with pay under the following circumstances:
- (i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;
 - (ii) for the temporary care of a sick member of the employee's family.
- (c) The total leave with pay which may be granted under 42.11 (b) above and 42.03 (a) and (b) shall not exceed five (5) days in a fiscal year.

42.12 Leave With or Without Pay For Other Reasons

The Corporation may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent her reporting for duty. Such leave shall not be unreasonably withheld.
- (b) leave with or without pay for purposes other than those specified in this Agreement.

42.13 Leave Without Pay for Personal Needs

Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during her total period of employment in the Canada Post Corporation. Leave without pay granted under this clause may not be used in combination with maternity, parental or adoption leave without the consent of the Corporation.
- (d) Leave without pay granted under (a) shall be counted for the calculation of "*continuous employment*", for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "*continuous employment*", for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

42.14 * Leave Without Pay for the Care and Nurturing of Children

- (a) At the request of an employee, leave without pay in one (1) or more periods of at least two (2) weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the care and nurturing of pre-school age children. If an employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.

- (b) ** Subject to operational requirements, leave without pay of one (1) or more periods of at least four (4) weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the care and nurturing of children between the ages of five (5) and thirteen (13). If an employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.
- (c) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "*continuous employment*" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (d)** The total leave taken under 42.14 (a) and (b) shall not exceed a maximum of five (5) years during an employee's total period of employment at Canada Post Corporation.

42.15 Injury-on-duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for the period of time, approved by a Provincial Worker's Compensation Board, that she is unable to perform her duties because of:

- (a) personal injury accidentally received in the performance of her duties and not caused by the employee's wilful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of her employment,
- or
- (c) over-exposure to radioactivity, or other hazardous conditions in the course of her employment,

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

42.16 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "*continuous employment*" for the purpose of calculating severance pay and vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

42.17 Pre-retirement Leave

- (a) An indeterminate employee who has attained fifty (50) years of age and completed twenty (20) years of continuous employment or has attained sixty (60) years of age and completed five (5) years of continuous employment shall be entitled to a pre-retirement leave with pay of one (1) week in the fiscal year in which the employee becomes eligible therefor and in every fiscal year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.
- (b) An employee may elect to take her fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.
- (c) Pre-retirement leave with pay shall be scheduled in one (1) week blocks separate from the scheduling of vacation leave at a time to be determined by the Corporation taking into consideration the employee's wishes, seniority and operational requirements.

- (d) There shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.
- (e) No employee shall be required or authorized to work during her pre-retirement leave.
- (f) In the event of termination of employment, including retirement, for reason other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned pre-retirement leave taken by the employee after the beginning of the fiscal year and prior to her birthday or anniversary date, whichever is later, as calculated from the classification described in her letter of appointment on the date of termination of her employment.

42.18 * Court Leave With Pay

The Corporation shall grant leave with pay to an employee for the period of time she is required:

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of civil or criminal justice,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of her position,

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Where an employee is required to attend court in accordance with this clause and is subsequently required to report for duty on an afternoon or night shift on the same day, she shall be granted equivalent leave with pay from that shift.

42.19 Personnel Selection Leave With Pay

When an employee participates in a personnel selection process for a position in the Corporation, under the provisions of the Canada Post Corporation Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Corporation considers reasonable for the employee to travel to and from the place where her presence is so required.

42.20 * Night Workers' Leave

- (a) * An indeterminate employee who has completed more than three (3) years of continuous employment shall earn entitlement to paid recovery leave at the rate of two-thirds (2/3) of a day, for each four (4) week period in which she works on the night shift on twelve (12) occasions. The four (4) week periods shall commence on the first Sunday of the month following the month in which the collective agreement is signed. Recovery leave shall be taken in units of not less than one (1) full day.

- (b) The recovery leave with pay shall be included in the scheduled hours of work established pursuant to and in accordance with Article 25 - Hours of Work.
- (c) Recovery leave is granted in addition to weekly days of rest and other leave of absence provided for in this Agreement.
- (d) No employee shall be required or authorized to work during her recovery leave.

ARTICLE 43

SICK LEAVE WITH PAY

43.01 * Credits

Employees shall earn sick leave credits at the following rates:

a) * **Full-Time Employees**

One and one-quarter (1 1/4) days for each calendar month for which she receives pay for at least ten (10) days.

(b) ** **Part-Time Employees**

Five (5) hours per month, for each month in which she is entitled to pay for at least thirty-seven and one-half (37 1/2) hours. She shall also earn an additional hour of sick leave credit for each additional monthly eighteen and three-quarter (18 3/4) hours, or portion thereof, worked in excess of the first thirty-seven and one-half (37 1/2) hours without such credit exceeding nine (9) hours per month. A part-time employee who is on vacation leave shall be considered as being entitled to pay for the purpose of calculating sick leave credits.

43.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when she is unable to perform her duties because of illness or injury provided that:

(a) she satisfies the Corporation of this condition in such manner and at such time as may be determined by the Corporation,

and

(b) she has the necessary sick leave credits.

43.03 Signed Statement

A statement signed by the employee stating that because of her illness or injury she was unable to perform her duties shall, when delivered to the Corporation, be considered as meeting the requirements of clause 43.02 (a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by her.

43.04 Advance of Sick Leave Credits

When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 43.02, sick leave with pay may, at the discretion of the Corporation, be granted to an employee:

- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

- (b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

43.05 Return of Credits Where Injury-On-Duty is Approved

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

43.06 Return of Credits During Period of Compensatory Leave

If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and her compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

43.07 No Loss for Quarantine

An employee is entitled to leave with pay for time lost due to quarantine where she is unable to work as certified by a qualified medical practitioner and granted leave without charge to leave credits.

43.08 Notifying Supervisor

- (a) An employee who is absent because of illness shall notify her supervisor or other designated individual prior to the commencement of her scheduled work period, or as soon as possible thereafter, and advise her supervisor or other designated individual as to the probable date of her return to work.

- (b) In the event an employee is unable to return to work at the time expected, she shall, prior to the commencement of the work period when she is expected to return to duty, re-notify her supervisor or other designated individual of her current circumstances.

43.09 Submitting Leave Forms and Medical Certificates

Completed "*Application for Leave*" forms pertaining to sick leave, and medical certificates where required, must be submitted by the employee on the first day she returns to work following the sick leave period.

ARTICLE 44

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY

44.01 Education Leave Without Pay

The Corporation recognizes the usefulness of education leave. Upon written application by the employee, an employee may be granted education leave without pay for varying periods up to three (3) years, to attend a recognized institution for studies in some field of education in which preparation is needed to fill her present role more adequately or to undertake studies in some field in order to provide a service which the Corporation requires or is planning to provide.

44.02 Education Leave Allowance

An employee on education leave without pay under this Article may, depending on the degree to which the education leave is deemed by the Corporation to be relevant to organizational requirements, receive compensation in lieu of salary of up to 100% of her annual rate of pay. In the case of employees of the CS and ENG classifications, such compensation shall not be less than fifty percent (50%) of her annual rate of pay as provided for in Appendix "AA".

Where the employee receives a grant, bursary or scholarship, the education leave compensation may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

44.03 Allowances May be Continued

Allowances already being received by the employee may, at the discretion of the Corporation, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

44.04 Employee Undertaking

As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Corporation for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Corporation on completion of the course;

or

- (c) ceases to be employed before termination of the period she has undertaken to return to service after completion of the course;

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

44.05 Career Development Leave With Pay

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

- (i) a course given by the Corporation;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field.

where the course of studies is in the Corporation's view directly related to the employee's work or will improve her qualifications for progression within the Corporation.

- (b) Upon written application by the employee, and with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in sub-clause 44.05(a) above. The employee shall receive no compensation under Article 26 (Overtime) and Article 35 (Travelling Time) during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Corporation may deem appropriate.

44.06 Examination Leave With Pay

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 Corporation the course of study is directly related to the employee's duties or will improve her qualifications.

IV **PROFESSIONAL PROVISIONS**

ARTICLE 45

TRAINING

45.01 **Definition**

For the purpose of this Agreement, "*training*" means any formal program of instruction given by the Corporation with a view to enabling the employees to effectively perform a function, duty or a set of functions and duties.

45.02 **Training Requirements**

The Corporation will determine the training requirements and will arrange sufficient and adequate training, where required for:

- (a) any newly hired employee, or
- (b) any employee who moves from one position to another or who is assigned to duties requiring new knowledge.

45.03 **Training Methods**

- (a) The Corporation shall advise the Alliance of the methods of training used and of any subsequent changes therein.
- (b) Where it is determined that training is required, the Corporation shall inform in writing the person who is to undergo the training the method of training that will be followed. This information will include the term, the stages and the method of evaluation of this training.

45.04 **Training During Hours of Work**

Where possible the training provided for in this Article shall be given during the hours of work.

45.05 Refresher/Updating Training

The Corporation shall provide refresher or updating training when in the opinion of the Corporation such training is necessary. Training shall also be provided when modifications are made to equipment, devices or machines that in the opinion of the Corporation necessitate the acquisition of new skills and/or knowledge.

45.06 Courses in July and August

Recognizing that most employees want to take their vacation in the summer, the Corporation will not normally conduct formal training courses of more than two weeks duration during the months of July and August.

45.07 Guarantee in Regard to Training

The employee who has successfully completed her period of probation, and who is trained for a new classification and/or level shall retain her existing classification and level or the equivalent thereof in the bargaining unit, until such time that she is appointed to a new classification and/or level.

45.08 Off-Location Training: Days Off**Applicable only to employees of the EL classification.**

The Corporation shall, where practicable, schedule at least two (2) days off to which the employee would normally be entitled immediately preceding and immediately following training courses and in no case will an employee lose credit because of such training for days off to which she would normally be entitled.

45.09 Off-Location Training: Expenses**Applicable only to employees of the EL classification.**

- (a) Employees attending training courses will be reimbursed for expenses incurred for accommodation, meals and incidentals in accordance with the Corporate Travel Policy.

- (b) An employee shall advise her supervisor, within one (1) week of being informed that she is to be assigned to an off-location training session, of any unusual related personal expenses she anticipates incurring as a result of attendance at such course. The supervisor shall thereupon decide whether or not to proceed with the assignment. If the decision is to proceed, and subsequently the employee's attendance at the course is cancelled or re-scheduled, any such expenses incurred by the employee will be reimbursed by the Corporation. The employee will make every reasonable effort to mitigate any losses incurred and will provide proof of such action to the Corporation.

45.10 Off-Location Training: Advance Notice

Applicable only to employees of the EL classification.

- (a) An employee required to attend a training course will, where practicable, be given two (2) months' advance notice of the content and location of the course. However, an employee assigned to a training course outside of her headquarters area, which will necessitate her absence from her home for a period of more than nine (9) consecutive calendar days will be given a minimum of one (1) month's notice.
- (b) An employee may request permission to withdraw from an assigned training course for urgent personal reasons. The Corporation may withdraw an employee from an assigned course for bona fide operational requirements.
- (c) If as a result of the circumstances set out in (b), an employee is required to attend a training course as a substitute for a previously assigned employee, the notice period referred to in (a) above shall be waived. However, the Corporation shall endeavour to give the substituting employee as much notice as possible, but in any event the notice period shall not be less than one (1) week.

45.11 Off-Location Training: Maximum Duration

Applicable only to employees of the EL classification.

An employee will not be required to attend a course or series of courses in excess of twelve (12) continuous weeks' duration.

45.12 Second Language Training

Applicable only to employees of the EL classification.

If the Corporation requires an employee to become proficient in the use of a second language, language training will be paid for by the Corporation.

45.13 Language of Instruction

Applicable only to employees of the EL classification.

When training courses are given in locations where French is the employees' working language, such courses shall be conducted in the French language except where, because of the nature of the course content the employees attending the course request that the instruction be given in the English language.

45.14 Payment of Overtime on Training

Applicable only to employees of the EL classification.

When, in connection with training courses given under the terms of this Article, the courses entail classroom or associated instruction of seven (7) or less hours per day, exclusive of a meal period, no overtime claim from participants will be recognized or paid, except as may be involved in travel immediately prior to or following the course from her residence to her place of lodging during the course and vice-versa.

45.15 Training Outside of headquarters Area**Applicable only to employees of the EL classification.**

- (a) An employee assigned to a training course outside of her headquarters area, which will necessitate her absence from her assigned work place for a period of more than nine (9) consecutive calendar days, will not be required to report for work on the day(s) she is assigned to travel to such training course. Except in respect of travel on a day of rest or a designated paid holiday, an employee will receive her normal salary for the day(s) but no additional payment will be made for time spent travelling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at time and one-half (1½).
- (b) On return from a training course outside of her headquarters area, which necessitated her absence from her assigned work place for a period of more than nine (9) consecutive calendar days, an employee may travel on the day her course terminated; but when she is given a following day or days off with pay for the purpose of travel, she shall receive no additional payment for time spent travelling unless such time exceeds eight (8) hours per day. Such excess hours will be paid at the rate of time and one-half (1½).
- (c) Clauses 45.15(a) and (b) shall not apply to an employee who lives at home while on an assigned training course.

45.16 Instructors**Applicable only to employees of the EL classification.**

- (a) Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom or laboratory environment) to students in excess of an average of twenty (20) hours per week over a fiscal year. Such hours are part of the hours of work set out in article 25.

- (b) Subject to the Corporation's instructional requirements, the Corporation, in setting teaching schedules, will provide sufficient time between courses to allow for preparation.
- (c) Subject to the availability of qualified instructors to teach a particular course, when an instructor is required to teach a course in a location beyond commuting distance from her normal work location, the Corporation will endeavour to equitably distribute such assignments among the affected instructors.

ARTICLE 46

TEMPORARY ASSIGNMENT

46.01 * Employees assigned away from their headquarters area on other than a training course for a period of seven (7) days or more shall be given seven (7) days notice of such assignment. Where less than seven (7) days notice is given, the employee shall be paid for the first (1st) day worked subsequent to such change at the rate of time and one-half (1½).

ARTICLE 47

TOOLS AND MANUALS

Applicable only to employees of the EL Classification

47.01 **Tools**

The Corporation agrees to continue its present practice of supplying tools where it considers them necessary. Such tools remain the property of the Corporation. An employee who through neglect or negligence destroys or loses any of the tools issued to her by the Corporation shall be held responsible for such damage or loss.

47.02 **Manuals**

The Corporation will ensure that employees have ready access to all manuals considered necessary to their work by the Corporation, and manuals of a non-confidential nature relating to their terms and conditions of employment.

ARTICLE 48

POWER UNITS

Applicable only to employees of the EL Classification

48.01 Electronics personnel are not required to be responsible for the care and operation of power generating units.

48.02 It is recognized that at certain work locations, where normal maintenance services are not available, employees may attempt to repair and maintain power units.

ARTICLE 49

LOSS OF PERSONAL EFFECTS

Applicable only to employees of the EL Classification

49.01 In applying the provisions of this article :

- (a) in respect of loss of clothing, the Corporation shall calculate the loss on the basis of a proper depreciation thereof (ten per cent for each six months of age up to a maximum of fifty per cent);
- (b) the expression "*personal effects*" shall be deemed not to include a camera, radio, record player, tape recorder or similar items; and
- (c) the maximum amount payable in respect of cash loss is \$50.

49.02 Where the personal effects of an employee are destroyed or damaged in the course of her duties as a result of:

- (a) violence by any person with whom she is required to be in contact in the course of her duties other than another employee; or
- (b) accidental spilling of acids or other noxious substances;

she shall, except where she has contributed to the loss by carelessness or negligence, be paid such amount, not exceeding \$500 or, with the approval of the Vice-President of Human Resources, \$5,000, as in the opinion of the Corporation is equal to

- (i) the value of the personal goods that have been destroyed, or
- (ii) the reasonable cost of repair of personal effects that have been damaged.

49.03 Where personal effects of any person are lost, destroyed or damaged as a result of that person having attempted to:

- (a) prevent damage to property owned or occupied by the Corporation;
- (b) rescue an employee of the Corporation; or
- (c) assist an employee of the Corporation in an emergency;

there shall be paid to that person such amount, not exceeding \$500 or, with the approval of the Vice-President of Human Resources, \$5,000, as in the opinion of the Corporation is equal to

- (i) the value of personal effects that have been lost or destroyed; or
- (ii) the reasonable cost of repair of personal effects that have been damaged.

ARTICLE 50

PUBLICATIONS

Applicable only to employees of the CS and ENG Classifications

50.01 Access

The Corporation will ensure that employees have ready access to publications considered necessary to their work.

50.02 Acquisition

The Corporation will consider an employee's written submission for the acquisition of publications, subscriptions or technical reference material of general interest to the membership.

ARTICLE 51

AUTHORSHIP

Applicable only to employees of the CS and ENG Classifications

51.01 Property of the Corporation

It is understood that professional and technical papers or articles prepared by any employee within the scope of her employment or with information, knowledge and skill acquired by virtue of her employment with the Corporation is the property of the Corporation and may only be published by or with the written approval of the Corporation.

51.02 Employee's Contribution

When such a technical or professional paper or article is published, the contribution of employees to authorship or editorship shall be recognized according to the customary practice of the publishing trade.

51.03 **Editing by Corporation**

Such technical or professional papers or articles may be added to, revised or edited by the Corporation in consultation with the employee as a condition of its approval for publication.

51.04 **No Recognition**

An employee who does not want her contribution recognized may so request.

ARTICLE 52

REGISTRATION FEES

**Applicable only to Employees of the CS,
EG-ESS, ENG, FI Classification**

52.01* **Reimbursement**

The Corporation shall reimburse an employee for her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of her position.

ARTICLE 53

PROFESSIONAL RESPONSIBILITY AND ETHICS

**Applicable only to employees of the ENG
Classifications**

53.01 **Codes and Ethics**

The Corporation recognizes that employees are governed by professional codes of ethics and must act in a manner which is consistent with the intent and purpose of the code of ethics.

53.02 **No Compromise**

The Corporation shall not by policy or practice compromise the professional status and ethics of employees.

V **DURATION**

ARTICLE 54

AGREEMENT RE-OPENER

54.01 **Amendment by Mutual Consent**

This Agreement may be amended by mutual consent.

ARTICLE 55

DURATION

55.01 * **Duration**

Unless otherwise expressly stipulated, the provisions of this collective agreement are effective from the date on which the collective agreement is signed until October 30, 2001.

55.02 **No Strikes or Lock-Outs for Term of this Agreement**

During the term of this Agreement the Alliance agrees that there shall be no strikes and the Corporation agrees that there shall be no lock-outs.

55.03 **Definitions**

The words strike and lock-out shall have the meaning given these words in the Canada Labour Code.

***APPENDIX "A"**

RATES OF PAY

- 1.* Within thirty (30) calendar days of the signing of the collective agreement, all indeterminate employees who are on strength at the date of signing of the collective agreement (excluding employees receiving total disability insurance benefits and employees temporarily struck off strength for reasons other than maternity leave) will receive a lump sum payment of six hundred dollars (\$600.00).
- 2.* Effective October 1, 1998, all the rates of pay stipulated in Appendix "AA", will be increased by an amount equal to one point five percent (1.5%)..
- 3.** Effective October 1, 1999 all the rates of pay stipulated in Appendix "AA" will be increased by an amount equal to one point five percent (1.5%).
- 4.** Effective October 1, 2000 the rates of pay stipulated in Appendix "AA" will be increased by an amount equal to one point nine percent (1.9%).
- 5.* Effective October 1, 1998 employees whose annual rates of pay are more than one point five percent (1.5%) above the maximum rates of pay for their classifications as stipulated in Appendix "AA" as of September 30, 1998 and who are on strength October 1st, 1998 (excluding employees receiving total disability insurance benefits and employees temporarily struck off strength for reasons other than maternity leave), will receive a lump sum payment calculated as follows;
 - a) * for full-time indeterminate employees one point five percent (1.5%) of their annual salary as of September 30, 1998.
 - b) * for part-time indeterminate employees one point five percent (1.5%) of the annualized earnings earned during the 26 weeks preceeding September 20, 1998.

Payment will be made as soon as possible after the date of signing of the collective agreement.

6.* Effective October 1, 1999 employees whose annual rates of pay are more than one point five percent (1.5%) above the maximum rates of pay for their classifications as stipulated in Appendix "AA" as of September 30, 1999 and who are on strength October 1st, 1999 (excluding employees receiving total disability insurance benefits and employees temporarily struck off strength for reasons other than maternity leave), will receive a lump sum payment calculated as follows;

a) * for full-time indeterminate employees one point five percent (1.5%) of their annual salary as of September 30, 1999.

b) * for part-time indeterminate employees one point five percent (1.5%) of the annualized earnings earned during the 26 weeks preceeding September 19, 1999.

Payment will be made as soon as possible after October 1, 1999.

7.* Effective October 1, 2000 employees whose annual rates of pay are more than one point nine percent (1.9%) above the maximum rates of pay for their classifications as stipulated in Appendix "AA" as of September 30, 2000 and who are on strength October 1st, 2000 (excluding employees receiving total disability insurance benefits and employees temporarily struck off strength for reasons other than maternity leave), will receive a lump sum payment calculated as follows;

a) * for full-time indeterminate employees one point nine percent (1.9%) of their annual salary as of September 30, 2000.

b) * for part-time indeterminate employees one point nine percent (1.9%) of the annualized earnings earned during the 26 weeks preceeding October 1, 2000.

Payment will be made as soon as possible after October 1, 2000.

*AA-1

ADMINISTRATIVE SERVICES CLASSIFICATION**ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

AS-1

FROM:	\$32,278	\$33,488	\$34,697	\$35,899
A:	\$32,762	\$33,990	\$35,217	\$36,437
B:	\$33,253	\$34,500	\$35,745	\$36,984
C:	\$33,885	\$35,156	\$36,424	\$37,687

FROM:	\$37,125	\$38,394	\$39,407
A:	\$37,682	\$38,970	\$39,998
B:	\$38,247	\$39,555	\$40,598
C:	\$38,974	\$40,307	\$41,369

AS-2

FROM:	\$35,721	\$37,076	\$38,429	\$39,779
A:	\$36,257	\$37,632	\$39,005	\$40,376
B:	\$36,801	\$38,196	\$39,590	\$40,982
C:	\$37,500	\$38,922	\$40,342	\$41,761

FROM:	\$41,178	\$42,190
A:	\$41,796	\$42,823
B:	\$42,423	\$43,465
C:	\$43,229	\$44,291

AA-1AS-3

FROM:	\$37,959	\$39,358	\$40,757	\$42,153
A:	\$38,528	\$39,948	\$41,368	\$42,785
B:	\$39,106	\$40,547	\$41,989	\$43,427
C:	\$39,849	\$41,317	\$42,787	\$44,252

FROM:	\$43,596	\$44,610		
A:	\$44,250	\$45,279		
B:	\$44,914	\$45,958		
C:	\$45,767	\$46,831		

AS-4

FROM:	\$40,861	\$42,335	\$43,803	\$45,276
A:	\$41,474	\$42,970	\$44,460	\$45,955
B:	\$42,096	\$43,615	\$45,127	\$46,644
C:	\$42,896	\$44,444	\$45,984	\$47,530

FROM:	\$46,799	\$47,811		
A:	\$47,501	\$48,528		
B:	\$48,214	\$49,256		
C:	\$49,130	\$50,192		

AS-5

FROM:	\$47,574	\$49,124	\$50,880	\$52,623
A:	\$48,288	\$49,861	\$51,643	\$53,412
B:	\$49,012	\$50,609	\$52,418	\$54,213
C:	\$49,943	\$51,571	\$53,414	\$55,243

FROM:	\$54,438	\$55,450		
A:	\$55,255	\$56,282		
B:	\$56,084	\$57,126		
C:	\$57,150	\$58,211		

AA-1AS-6

FROM:	\$54,796	\$56,858	\$58,920	\$60,975
A:	\$55,618	\$57,711	\$59,804	\$61,890
B:	\$56,452	\$58,577	\$60,701	\$62,818
C:	\$57,525	\$59,690	\$61,854	\$64,012

FROM:	\$63,102	\$64,115
A:	\$64,049	\$65,077
B:	\$65,010	\$66,053
C:	\$66,245	\$67,308

AS-7

FROM:	\$59,956	TO	\$72,607
A:	\$60,855	TO	\$73,696
B:	\$61,768	TO	\$74,801
C:	\$62,942	TO	\$76,222

AS-8

FROM:	\$61,000	TO	\$77,375
A:	\$61,915	TO	\$78,536
B:	\$62,844	TO	\$79,714
C:	\$64,038	TO	\$81,229

AA-2

COMMUNICATIONS CLASSIFICATIONANNUAL RATES OF PAY

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

CM-1

FROM:	\$20,724	\$21,332	\$21,930	\$22,525
A:	\$21,035	\$21,652	\$22,259	\$22,863
B:	\$21,351	\$21,977	\$22,593	\$23,206
C:	\$21,757	\$22,395	\$23,022	\$23,647

FROM:	\$23,124	\$24,137
A:	\$23,471	\$24,499
B:	\$23,823	\$24,866
C:	\$24,276	\$25,338

CM-2

FROM:	\$23,407	\$24,071	\$24,733	\$25,398
A:	\$23,758	\$24,432	\$25,104	\$25,779
B:	\$24,114	\$24,798	\$25,481	\$26,166
C:	\$24,572	\$25,269	\$25,965	\$26,663

FROM:	\$26,412
A:	\$26,808
B:	\$27,210
C:	\$27,727

AA-2CM-3

FROM:	\$25,617	\$26,366	\$27,096	\$27,830
A:	\$26,001	\$26,761	\$27,502	\$28,247
B:	\$26,391	\$27,162	\$27,915	\$28,671
C:	\$26,892	\$27,678	\$28,445	\$29,216

FROM:	\$28,844
A:	\$29,277
B:	\$29,716
C:	\$30,281

CM-4

FROM:	\$28,253	\$29,070	\$29,893	\$30,713
A:	\$28,677	\$29,506	\$30,341	\$31,174
B:	\$29,107	\$29,949	\$30,796	\$31,642
C:	\$29,660	\$30,518	\$31,381	\$32,243

FROM:	\$31,728
A:	\$32,204
B:	\$32,687
C:	\$33,308

CM-5

FROM:	\$29,483	\$30,346	\$31,207	\$32,074
A:	\$29,925	\$30,801	\$31,675	\$32,555
B:	\$30,374	\$31,263	\$32,150	\$33,043
C:	\$30,951	\$31,857	\$32,761	\$33,671

FROM:	\$32,936	\$33,950
A:	\$33,430	\$34,459
B:	\$33,931	\$34,976

161

C: \$34,576 \$35,641

AA-2CM-6

FROM:	\$31,941	\$32,887	\$33,844	\$34,785
A:	\$32,420	\$33,380	\$34,352	\$35,307
B:	\$32,906	\$33,881	\$34,867	\$35,837
C:	\$33,531	\$34,525	\$35,529	\$36,518

FROM:	\$35,732	\$36,681	\$37,632	\$38,644
A:	\$36,268	\$37,231	\$38,196	\$39,224
B:	\$36,812	\$37,789	\$38,769	\$39,812
C:	\$37,511	\$38,507	\$39,506	\$40,568

CM-7

FROM:	\$34,813	\$35,857	\$36,896	\$37,941
A:	\$35,335	\$36,395	\$37,449	\$38,510
B:	\$35,865	\$36,941	\$38,011	\$39,088
C:	\$36,546	\$37,643	\$38,733	\$39,831

FROM:	\$38,982	\$40,028	\$41,072	\$42,086
A:	\$39,567	\$40,628	\$41,688	\$42,717
B:	\$40,161	\$41,237	\$42,313	\$43,358
C:	\$40,924	\$42,021	\$43,117	\$44,182

NOTE: THE INCREMENT FOR FULL-TIME EMPLOYEES AT CM-1 IS SEMI-ANNUAL AND ANNUAL FOR FULL-TIME EMPLOYEES ABOVE CM-1.

AA-3

CLERICAL AND REGULATORY CLASSIFICATION**ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

CR-1

FROM:	\$20,660	\$21,204	\$21,735	\$22,276
A:	\$20,970	\$21,522	\$22,061	\$22,610
B:	\$21,285	\$21,845	\$22,392	\$22,949
C:	\$21,689	\$22,260	\$22,817	\$23,385

FROM:	\$22,826	\$23,839
A:	\$23,168	\$24,197
B:	\$23,516	\$24,560
C:	\$23,963	\$25,027

CR-2

FROM:	\$24,319	\$25,016	\$25,713	\$26,414
A:	\$24,684	\$25,391	\$26,099	\$26,810
B:	\$25,054	\$25,772	\$26,490	\$27,212
C:	\$25,530	\$26,262	\$26,993	\$27,729

FROM:	\$27,131	\$28,144
A:	\$27,538	\$28,566
B:	\$27,951	\$28,994
C:	\$28,482	\$29,545

AA-3CR-3

FROM:	\$26,803	\$27,586	\$28,368	\$29,147
A:	\$27,205	\$28,000	\$28,794	\$29,584
B:	\$27,613	\$28,420	\$29,226	\$30,028
C:	\$28,138	\$28,960	\$29,781	\$30,599

FROM:	\$29,945	\$30,959
A:	\$30,394	\$31,423
B:	\$30,850	\$31,894
C:	\$31,436	\$32,500

CR-4

FROM:	\$30,188	\$31,074	\$31,969	\$32,852
A:	\$30,641	\$31,540	\$32,449	\$33,345
B:	\$31,101	\$32,013	\$32,936	\$33,845
C:	\$31,692	\$32,621	\$33,562	\$34,488

FROM:	\$33,761	\$34,775
A:	\$34,267	\$35,297
B:	\$34,781	\$35,826
C:	\$35,442	\$36,507

CR-5

FROM:	\$32,371	\$33,335	\$34,295	\$35,262
A:	\$32,857	\$33,835	\$34,809	\$35,791
B:	\$33,350	\$34,343	\$35,331	\$36,328
C:	\$33,984	\$34,996	\$36,002	\$37,018

FROM:	\$36,256	\$37,269
A:	\$36,800	\$37,828
B:	\$37,352	\$38,395

165

C: \$38,062 \$39,125

AA-3CR-6

FROM:	\$37,577	\$38,706	\$39,838	\$40,972
A:	\$38,141	\$39,287	\$40,436	\$41,587
B:	\$38,713	\$39,876	\$41,043	\$42,211
C:	\$39,449	\$40,634	\$41,823	\$43,013

FROM:	\$42,140	\$43,153
A:	\$42,772	\$43,800
B:	\$43,414	\$44,457
C:	\$44,239	\$45,302

AA-4

COMPUTER SYSTEMS CLASSIFICATION**ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

CS-1

FROM:	\$26,859	\$28,384	\$29,913	\$31,440
A:	\$27,262	\$28,810	\$30,362	\$31,912
B:	\$27,671	\$29,242	\$30,817	\$32,391
C:	\$28,197	\$29,798	\$31,403	\$33,006

FROM:	\$32,970	\$34,504	\$36,028	\$37,412
A:	\$33,465	\$35,022	\$36,568	\$37,973
B:	\$33,967	\$35,547	\$37,117	\$38,543
C:	\$34,612	\$36,222	\$37,822	\$39,275

FROM:	\$38,719	\$40,076	\$41,477	\$42,930
A:	\$39,300	\$40,677	\$42,099	\$43,574
B:	\$39,890	\$41,287	\$42,730	\$44,228
C:	\$40,648	\$42,071	\$43,542	\$45,068

FROM:	\$44,431	\$45,987
A:	\$45,097	\$46,677
B:	\$45,773	\$47,377
C:	\$46,643	\$48,277

AA-4CS-2

FROM:	\$44,530	\$46,088	\$47,701	\$49,372
A:	\$45,198	\$46,779	\$48,417	\$50,113
B:	\$45,876	\$47,481	\$49,143	\$50,865
C:	\$46,748	\$48,383	\$50,077	\$51,831

FROM:	\$51,099	\$52,888	\$54,738
A:	\$51,865	\$53,681	\$55,559
B:	\$52,643	\$54,486	\$56,392
C:	\$53,643	\$55,521	\$57,463

CS-3

FROM:	\$52,943	\$54,795	\$56,712	\$58,699
A:	\$53,737	\$55,617	\$57,563	\$59,579
B:	\$54,543	\$56,451	\$58,426	\$60,473
C:	\$55,579	\$57,524	\$59,536	\$61,622

FROM:	\$60,751	\$62,879	\$65,080
A:	\$61,662	\$63,822	\$66,056
B:	\$62,587	\$64,779	\$67,047
C:	\$63,776	\$66,010	\$68,321

CS-4

FROM:	\$60,645	\$62,768	\$64,965	\$67,238
A:	\$61,555	\$63,710	\$65,939	\$68,247
B:	\$62,478	\$64,666	\$66,928	\$69,271
C:	\$63,665	\$65,895	\$68,200	\$70,587

FROM:	\$69,592	\$72,028	\$74,550
A:	\$70,636	\$73,108	\$75,668
B:	\$71,696	\$74,205	\$76,803

169

C:	\$73,058	\$75,615	\$78,262
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AA-5**DATA PROCESSING CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

DATA CONVERSION SUB-CLASSIFICATION**DA-CON-1**

FROM:	\$18,887	\$19,453	\$20,028	\$20,599
A:	\$19,170	\$19,745	\$20,328	\$20,908
B:	\$19,458	\$20,041	\$20,633	\$21,222
C:	\$19,828	\$20,422	\$21,025	\$21,625
FROM:	\$21,168	\$21,735	\$22,299	\$22,868
A:	\$21,486	\$22,061	\$22,633	\$23,211
B:	\$21,808	\$22,392	\$22,972	\$23,559
C:	\$22,222	\$22,817	\$23,408	\$24,007
FROM:	\$23,442	\$24,012	\$25,026	
A:	\$23,794	\$24,372	\$25,401	
B:	\$24,151	\$24,738	\$25,782	
C:	\$24,610	\$25,208	\$26,272	

AA-5DA-CON-2

FROM:	\$22,853	\$23,483	\$24,115	\$24,742
A:	\$23,196	\$23,835	\$24,477	\$25,113
B:	\$23,544	\$24,193	\$24,844	\$25,490
C:	\$23,991	\$24,653	\$25,316	\$25,974

FROM:	\$25,379	\$26,036	\$27,048
A:	\$25,760	\$26,427	\$27,454
B:	\$26,146	\$26,823	\$27,866
C:	\$26,643	\$27,333	\$28,395

DA-CON-3

FROM:	\$26,121	\$26,858	\$27,594	\$28,327
A:	\$26,513	\$27,261	\$28,008	\$28,752
B:	\$26,911	\$27,670	\$28,428	\$29,183
C:	\$27,422	\$28,196	\$28,968	\$29,737

FROM:	\$29,342
A:	\$29,782
B:	\$30,229
C:	\$30,803

DA-CON-4

FROM:	\$28,431	\$29,238	\$30,059	\$30,871
A:	\$28,857	\$29,677	\$30,510	\$31,334
B:	\$29,290	\$30,122	\$30,968	\$31,804
C:	\$29,847	\$30,694	\$31,556	\$32,408

FROM:	\$31,884
A:	\$32,362
B:	\$32,847
C:	\$33,471

AA-5DA-CON-5

FROM:	\$30,976	\$31,871	\$32,771	\$33,667
A:	\$31,441	\$32,349	\$33,263	\$34,172
B:	\$31,913	\$32,834	\$33,762	\$34,685
C:	\$32,519	\$33,458	\$34,403	\$35,344

FROM:	\$34,680
A:	\$35,200
B:	\$35,728
C:	\$36,407

DA-CON-6

FROM:	\$33,652	\$34,636	\$35,619	\$36,601
A:	\$34,157	\$35,156	\$36,153	\$37,150
B:	\$34,669	\$35,683	\$36,695	\$37,707
C:	\$35,328	\$36,361	\$37,392	\$38,423

FROM:	\$37,615
A:	\$38,179
B:	\$38,752
C:	\$39,488

DA-CON-7

FROM:	\$36,734	\$37,824	\$38,909	\$39,997
A:	\$37,285	\$38,391	\$39,493	\$40,597
B:	\$37,844	\$38,967	\$40,085	\$41,206
C:	\$38,563	\$39,707	\$40,847	\$41,989

FROM:	\$41,011
A:	\$41,626
B:	\$42,250
C:	\$43,053

AA-5DA-CON-8

FROM:	\$40,145	\$41,342	\$42,541	\$43,747
A:	\$40,747	\$41,962	\$43,179	\$44,403
B:	\$41,358	\$42,591	\$43,827	\$45,069
C:	\$42,144	\$43,400	\$44,660	\$45,925

FROM:	\$44,760
A:	\$45,431
B:	\$46,112
C:	\$46,988

SPECIAL LEVEL C

FROM:	\$28,901
A:	\$29,335
B:	\$29,775
C:	\$30,341

AA-5**DATA PRODUCTION SUB-CLASSIFICATION****DA-PRO-1**

FROM:	\$18,824	\$19,396	\$19,953	\$20,522
A:	\$19,106	\$19,687	\$20,252	\$20,830
B:	\$19,393	\$19,982	\$20,556	\$21,142
C:	\$19,761	\$20,362	\$20,947	\$21,544

FROM:	\$21,096	\$21,657	\$22,221	\$22,782
A:	\$21,412	\$21,982	\$22,554	\$23,124
B:	\$21,733	\$22,312	\$22,892	\$23,471
C:	\$22,146	\$22,736	\$23,327	\$23,917

FROM:	\$23,452	\$24,115	\$24,742	\$25,379
A:	\$23,804	\$24,477	\$25,113	\$25,760
B:	\$24,161	\$24,844	\$25,490	\$26,146
C:	\$24,620	\$25,316	\$25,974	\$26,643

FROM:	\$26,036	\$27,048		
A:	\$26,427	\$27,454		
B:	\$26,823	\$27,866		
C:	\$27,333	\$28,395		

DA-PRO-2

FROM:	\$26,515	\$27,270	\$28,025	\$28,772
A:	\$26,913	\$27,679	\$28,445	\$29,204
B:	\$27,317	\$28,094	\$28,872	\$29,642
C:	\$27,836	\$28,628	\$29,421	\$30,205

FROM:	\$29,785			
A:	\$30,232			
B:	\$30,685			

175

C: \$31,268

AA-5DA-PRO-3

FROM:	\$29,380	\$30,235	\$31,087	\$31,931
A:	\$29,821	\$30,689	\$31,553	\$32,410
B:	\$30,268	\$31,149	\$32,026	\$32,896
C:	\$30,843	\$31,741	\$32,634	\$33,521

FROM:	\$32,944
A:	\$33,438
B:	\$33,940
C:	\$34,585

DA-PRO-4

FROM:	\$32,456	\$33,407	\$34,349	\$35,299
A:	\$32,943	\$33,908	\$34,864	\$35,828
B:	\$33,437	\$34,417	\$35,387	\$36,365
C:	\$34,072	\$35,071	\$36,059	\$37,056

FROM:	\$36,276	\$37,290
A:	\$36,820	\$37,849
B:	\$37,372	\$38,417
C:	\$38,082	\$39,147

DA-PRO-5

FROM:	\$35,845	\$36,903	\$37,957	\$39,018
A:	\$36,383	\$37,457	\$38,526	\$39,603
B:	\$36,929	\$38,019	\$39,104	\$40,197
C:	\$37,631	\$38,741	\$39,847	\$40,961

FROM:	\$40,108	\$41,120
A:	\$40,710	\$41,737
B:	\$41,321	\$42,363
C:	\$42,106	\$43,168

AA-5DA-PRO-6

FROM:	\$39,795	\$40,976	\$42,168	\$43,357
A:	\$40,392	\$41,591	\$42,801	\$44,007
B:	\$40,998	\$42,215	\$43,443	\$44,667
C:	\$41,777	\$43,017	\$44,268	\$45,516

FROM:	\$44,582	\$45,596		
A:	\$45,251	\$46,280		
B:	\$45,930	\$46,974		
C:	\$46,803	\$47,867		

DA-PRO-7

FROM:	\$44,218	\$45,546	\$46,887	\$48,219
A:	\$44,881	\$46,229	\$47,590	\$48,942
B:	\$45,554	\$46,922	\$48,304	\$49,676
C:	\$46,420	\$47,814	\$49,222	\$50,620

FROM:	\$49,587	\$50,600		
A:	\$50,331	\$51,359		
B:	\$51,086	\$52,129		
C:	\$52,057	\$53,119		

AA-6

DRAFTING AND ILLUSTRATION CLASSIFICATION**ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

DD-1

FROM:	\$21,764	\$22,445	\$23,126	\$23,809
A:	\$22,090	\$22,782	\$23,473	\$24,166
B:	\$22,421	\$23,124	\$23,825	\$24,528
C:	\$22,847	\$23,563	\$24,278	\$24,994

FROM:	\$24,489	\$25,170	\$25,846	\$26,859
A:	\$24,856	\$25,548	\$26,234	\$27,262
B:	\$25,229	\$25,931	\$26,628	\$27,671
C:	\$25,708	\$26,424	\$27,134	\$28,197

DD-2

FROM:	\$26,281	\$27,169	\$28,045	\$28,933
A:	\$26,675	\$27,577	\$28,466	\$29,367
B:	\$27,075	\$27,991	\$28,893	\$29,808
C:	\$27,589	\$28,523	\$29,442	\$30,374

FROM:	\$29,811	\$30,693	\$31,576	\$32,589
A:	\$30,258	\$31,153	\$32,050	\$33,078
B:	\$30,712	\$31,620	\$32,531	\$33,574
C:	\$31,296	\$32,221	\$33,149	\$34,212

AA-6DD-3

FROM:	\$31,803	\$32,794	\$33,784	\$34,777
A:	\$32,280	\$33,286	\$34,291	\$35,299
B:	\$32,764	\$33,785	\$34,805	\$35,828
C:	\$33,387	\$34,427	\$35,466	\$36,509

FROM:	\$35,795	\$36,809		
A:	\$36,332	\$37,361		
B:	\$36,877	\$37,921		
C:	\$37,578	\$38,641		

DD-4

FROM:	\$32,693	\$33,766	\$34,837	\$35,912
A:	\$33,183	\$34,272	\$35,360	\$36,451
B:	\$33,681	\$34,786	\$35,890	\$36,998
C:	\$34,321	\$35,447	\$36,572	\$37,701

FROM:	\$36,977	\$38,047	\$39,146	\$40,158
A:	\$37,532	\$38,618	\$39,733	\$40,760
B:	\$38,095	\$39,197	\$40,329	\$41,371
C:	\$38,819	\$39,942	\$41,095	\$42,157

DD-5

FROM:	\$37,856	\$39,089	\$40,323	\$41,556
A:	\$38,424	\$39,675	\$40,928	\$42,179
B:	\$39,000	\$40,270	\$41,542	\$42,812
C:	\$39,741	\$41,035	\$42,331	\$43,625

FROM:	\$42,826	\$43,839		
A:	\$43,468	\$44,497		
B:	\$44,120	\$45,164		
C:	\$44,958	\$46,022		

AA-6DD-6

FROM:	\$40,457	\$41,789	\$43,116	\$44,451
A:	\$41,064	\$42,416	\$43,763	\$45,118
B:	\$41,680	\$43,052	\$44,419	\$45,795
C:	\$42,472	\$43,870	\$45,263	\$46,665

FROM:	\$45,825	\$46,838		
A:	\$46,512	\$47,541		
B:	\$47,210	\$48,254		
C:	\$48,107	\$49,171		

DD-7

FROM:	\$43,744	\$45,201	\$46,658	\$48,120
A:	\$44,400	\$45,879	\$47,358	\$48,842
B:	\$45,066	\$46,567	\$48,068	\$49,575
C:	\$45,922	\$47,452	\$48,981	\$50,517

FROM:	\$49,628	\$50,640		
A:	\$50,372	\$51,400		
B:	\$51,128	\$52,171		
C:	\$52,099	\$53,162		

DD-8

FROM:	\$45,911	\$47,466	\$49,010	\$50,552
A:	\$46,600	\$48,178	\$49,745	\$51,310
B:	\$47,299	\$48,901	\$50,491	\$52,080
C:	\$48,198	\$49,830	\$51,450	\$53,070

FROM:	\$52,142	\$53,156		
A:	\$52,924	\$53,953		
B:	\$53,718	\$54,762		
C:	\$54,739	\$55,802		

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AA-6

DD-9

FROM:	\$47,846	\$49,466	\$51,092	\$52,705
A:	\$48,564	\$50,208	\$51,858	\$53,496
B:	\$49,292	\$50,961	\$52,636	\$54,298
C:	\$50,229	\$51,929	\$53,636	\$55,330

FROM:	\$54,372	\$55,386
A:	\$55,188	\$56,217
B:	\$56,016	\$57,060
C:	\$57,080	\$58,144

AA-7

ENGINEERING AND SCIENTIFIC SUPPORT**ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

EG-ESS-1

FROM:	\$24,673	\$25,455	\$26,263	\$27,102
A:	\$25,043	\$25,837	\$26,657	\$27,509
B:	\$25,419	\$26,225	\$27,057	\$27,922
C:	\$25,902	\$26,723	\$27,571	\$28,453

FROM:	\$28,116
A:	\$28,538
B:	\$28,966
C:	\$29,516

EG-ESS-2

FROM:	\$26,615	\$27,468	\$28,346	\$29,258
A:	\$27,014	\$27,880	\$28,771	\$29,697
B:	\$27,419	\$28,298	\$29,203	\$30,142
C:	\$27,940	\$28,836	\$29,758	\$30,715

FROM:	\$30,271
A:	\$30,725
B:	\$31,186
C:	\$31,779

AA-7EG-ESS-3

FROM:	\$28,538	\$29,566	\$30,586	\$31,601
A:	\$28,966	\$30,009	\$31,045	\$32,075
B:	\$29,400	\$30,459	\$31,511	\$32,556
C:	\$29,959	\$31,038	\$32,110	\$33,175

FROM:	\$32,613
A:	\$33,102
B:	\$33,599
C:	\$34,237

EG-ESS-4

FROM:	\$30,544	\$31,658	\$32,766	\$33,877
A:	\$31,002	\$32,133	\$33,257	\$34,385
B:	\$31,467	\$32,615	\$33,756	\$34,901
C:	\$32,065	\$33,235	\$34,397	\$35,564

FROM:	\$34,890
A:	\$35,413
B:	\$35,944
C:	\$36,627

EG-ESS-5

FROM:	\$32,844	\$34,051	\$35,265	\$36,478
A:	\$33,337	\$34,562	\$35,794	\$37,025
B:	\$33,837	\$35,080	\$36,331	\$37,580
C:	\$34,480	\$35,747	\$37,021	\$38,294

FROM:	\$37,492
A:	\$38,054
B:	\$38,625

184

C: \$39,359

AA-7EG-ESS-6

FROM:	\$35,516	\$36,853	\$38,191	\$39,520
A:	\$36,049	\$37,406	\$38,764	\$40,113
B:	\$36,590	\$37,967	\$39,345	\$40,715
C:	\$37,285	\$38,688	\$40,093	\$41,489

FROM:	\$40,533
A:	\$41,141
B:	\$41,758
C:	\$42,551

EG-ESS-7

FROM:	\$38,168	\$39,625	\$41,070	\$42,524
A:	\$38,741	\$40,219	\$41,686	\$43,162
B:	\$39,322	\$40,822	\$42,311	\$43,809
C:	\$40,069	\$41,598	\$43,115	\$44,641

FROM:	\$44,028	\$45,041
A:	\$44,688	\$45,717
B:	\$45,358	\$46,403
C:	\$46,220	\$47,285

EG-ESS-8

FROM:	\$43,082	\$44,765	\$46,447	\$48,123
A:	\$43,728	\$45,436	\$47,144	\$48,845
B:	\$44,384	\$46,118	\$47,851	\$49,578
C:	\$45,227	\$46,994	\$48,760	\$50,520

FROM:	\$49,860	\$50,875
A:	\$50,608	\$51,638
B:	\$51,367	\$52,413

186

C: \$52,343 \$53,409

AA-7EG-ESS-9

FROM:	\$47,139	\$49,013	\$50,881	\$52,738
A:	\$47,846	\$49,748	\$51,644	\$53,529
B:	\$48,564	\$50,494	\$52,419	\$54,332
C:	\$49,487	\$51,453	\$53,415	\$55,364
FROM:	\$54,664	\$55,677		
A:	\$55,484	\$56,512		
B:	\$56,316	\$57,360		
C:	\$57,386	\$58,450		

EG-ESS-10

FROM:	\$54,041	\$56,221	\$58,399	\$60,582
A:	\$54,852	\$57,064	\$59,275	\$61,491
B:	\$55,675	\$57,920	\$60,164	\$62,413
C:	\$56,733	\$59,020	\$61,307	\$63,599
FROM:	\$62,846	\$63,858		
A:	\$63,789	\$64,816		
B:	\$64,746	\$65,788		
C:	\$65,976	\$67,038		

EG-ESS-11

FROM:	\$58,106	\$60,467	\$62,827	\$65,199
A:	\$58,978	\$61,374	\$63,769	\$66,177
B:	\$59,863	\$62,295	\$64,726	\$67,170
C:	\$61,000	\$63,479	\$65,956	\$68,446
FROM:	\$67,663	\$68,676		
A:	\$68,678	\$69,706		
B:	\$69,708	\$70,752		
C:	\$71,032	\$72,096		

AA-8

ELECTRONIC POSTAL SYSTEMS SPECIALISTHOURLY RATES OF PAY

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

EPSS-1
(EL-4)

FROM:	\$17.49	\$18.82	\$20.26	\$21.82
A:	\$17.75	\$19.10	\$20.56	\$22.15
B:	\$18.02	\$19.39	\$20.87	\$22.48
C:	\$18.36	\$19.76	\$21.27	\$22.91

FROM:	\$23.97
A:	\$24.33
B:	\$24.69
C:	\$25.16

EPSS-2
(EL-5)

FROM:	\$19.26	\$20.78	\$22.40	\$24.14
A:	\$19.55	\$21.09	\$22.74	\$24.50
B:	\$19.84	\$21.41	\$23.08	\$24.87
C:	\$20.22	\$21.82	\$23.52	\$24.34

FROM:	\$26.52
A:	\$26.92
B:	\$27.32
C:	\$27.84

AA-8EPSS-3
(EL-6)

FROM:	\$21.14	\$22.84	\$24.66	\$26.63
A:	\$21.46	\$23.18	\$25.03	\$27.03
B:	\$21.78	\$23.53	\$25.41	\$27.44
C:	\$22.19	\$23.98	\$25.89	\$27.96

FROM:	\$29.23
A:	\$29.67
B:	\$30.12
C:	\$30.69

EPSS-4
(EL-7)

FROM:	\$23.09	\$24.94	\$26.92	\$29.08
A:	\$23.44	\$25.31	\$27.32	\$29.52
B:	\$23.79	\$25.69	\$27.73	\$29.96
C:	\$24.24	\$26.18	\$28.26	\$30.53

FROM:	\$31.88
A:	\$32.36
B:	\$32.85
C:	\$33.47

AA-9**ENGINEERING AND LAND SURVEY CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

***ENG-1**

FROM:	\$30,402	TO	\$36,471
A:	\$30,858	TO	\$37,018
B:	\$31,321	TO	\$37,573
C:	\$31,916	TO	\$38,287

ENG-2

FROM:	\$37,718	\$39,039	\$40,404	\$41,818
A:	\$38,284	\$39,625	\$41,010	\$42,445
B:	\$38,858	\$40,219	\$41,625	\$43,082
C:	\$39,596	\$40,983	\$42,416	\$43,901

FROM:	\$43,283	\$44,797
A:	\$43,932	\$45,469
B:	\$44,591	\$46,151
C:	\$45,438	\$47,028

AA-9ENG-3

FROM:	\$45,720	\$47,320	\$48,976	\$50,690
A:	\$46,406	\$48,030	\$49,711	\$51,450
B:	\$47,102	\$48,750	\$50,457	\$52,222
C:	\$47,997	\$49,676	\$51,416	\$53,214

FROM:	\$52,465	\$54,301	\$56,201
A:	\$53,252	\$55,116	\$57,044
B:	\$54,051	\$55,943	\$57,900
C:	\$55,078	\$57,006	\$59,000

ENG-4

FROM:	\$53,417	\$55,287	\$57,222	\$59,225
A:	\$54,218	\$56,116	\$58,080	\$60,113
B:	\$55,031	\$56,958	\$58,951	\$61,015
C:	\$56,077	\$58,040	\$60,071	\$62,174

FROM:	\$61,299	\$63,443
A:	\$62,218	\$64,395
B:	\$63,151	\$65,361
C:	\$64,351	\$66,603

AA-9ENG-5

FROM:	\$61,401	\$63,550	\$65,774	\$68,077
A:	\$62,322	\$64,503	\$66,761	\$69,098
B:	\$63,257	\$65,471	\$67,762	\$70,134
C:	\$64,459	\$66,715	\$69,049	\$71,467

FROM:	\$70,460	\$72,925
A:	\$71,517	\$74,019
B:	\$72,590	\$75,129
C:	\$73,969	\$76,556

* With intermediate steps at intervals of \$60.

AA-10**FINANCIAL ADMINISTRATION CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

***FI TECHNOLOGICAL INSTITUTE RECRUITMENT**

FROM:	\$18,856	TO	\$30,304
A:	\$19,139	TO	\$30,759
B:	\$19,426	TO	\$31,220
C:	\$19,795	TO	\$31,813

***FI DEVELOPMENT**

FROM:	\$19,940	TO	\$33,778
A:	\$20,239	TO	\$34,285
B:	\$20,543	TO	\$34,799
C:	\$20,933	TO	\$35,460

FI-1

FROM:	\$33,660	\$34,955	\$36,240	\$37,526
A:	\$34,165	\$35,479	\$36,784	\$38,089
B:	\$34,677	\$36,011	\$37,336	\$38,660
C:	\$35,336	\$36,695	\$38,045	\$39,395

FROM:	\$38,540
A:	\$39,118
B:	\$39,705
C:	\$40,459

AA-10FI-2

FROM:	\$37,522	\$38,968	\$40,413	\$41,861
A:	\$38,085	\$39,553	\$41,019	\$42,489
B:	\$38,656	\$40,146	\$41,634	\$43,126
C:	\$39,390	\$40,909	\$42,425	\$43,945

FROM:	\$42,874
A:	\$43,517
B:	\$44,170
C:	\$45,009

FI-3

FROM:	\$41,475	\$43,085	\$44,696	\$46,308
A:	\$42,097	\$43,731	\$45,366	\$47,003
B:	\$42,728	\$44,387	\$46,046	\$47,708
C:	\$43,540	\$45,230	\$46,921	\$48,614

FROM:	\$47,978	\$48,990
A:	\$48,698	\$49,725
B:	\$49,428	\$50,471
C:	\$50,367	\$51,430

FI-4

FROM:	\$48,453	\$50,374	\$52,285	\$54,206
A:	\$49,180	\$51,130	\$53,069	\$55,019
B:	\$49,918	\$51,897	\$53,865	\$55,844
C:	\$50,866	\$52,883	\$54,888	\$56,905

FROM:	\$56,196	\$57,209
A:	\$57,039	\$58,067
B:	\$57,895	\$58,938

195

C: \$58,995 \$60,058

AA-10FI-5

FROM:	\$55,740	\$57,967	\$60,189	\$62,408
A:	\$56,576	\$58,837	\$61,092	\$63,344
B:	\$57,425	\$59,720	\$62,008	\$64,294
C:	\$58,516	\$60,855	\$63,186	\$65,516

FROM:	\$64,708	\$65,722
A:	\$65,679	\$66,708
B:	\$66,664	\$67,709
C:	\$67,931	\$68,995

**FI-6

FROM:	\$57,417	TO	\$74,276
A:	\$58,278	TO	\$75,390
B:	\$59,152	TO	\$76,521
C:	\$60,276	TO	\$77,975

* Intermediate rates at intervals of \$60.

** Intermediate rates at intervals of \$100.

AA-11**GENERAL TECHNICAL CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

GT-1

FROM:	\$29,265	\$30,007	\$30,749	\$31,488
A:	\$29,704	\$30,457	\$31,210	\$31,960
B:	\$30,150	\$30,914	\$31,678	\$32,439
C:	\$30,723	\$31,501	\$32,280	\$33,055

FROM:	\$32,501
A:	\$32,989
B:	\$33,484
C:	\$34,120

GT-2

FROM:	\$33,221	\$34,117	\$35,015	\$35,910
A:	\$33,719	\$34,629	\$35,540	\$36,449
B:	\$34,225	\$35,148	\$36,073	\$36,996
C:	\$34,875	\$35,816	\$36,758	\$37,699

FROM:	\$36,923
A:	\$37,477
B:	\$38,039
C:	\$38,762

AA-11GT-3

FROM:	\$36,879	\$37,915	\$38,960	\$39,997
A:	\$37,432	\$38,484	\$39,544	\$40,597
B:	\$37,993	\$39,061	\$40,137	\$41,206
C:	\$38,715	\$39,803	\$40,900	\$41,989

FROM:	\$41,011
A:	\$41,626
B:	\$42,250
C:	\$43,053

GT-4

FROM:	\$41,256	\$42,465	\$43,675	\$44,888
A:	\$41,875	\$43,102	\$44,330	\$45,561
B:	\$42,503	\$43,749	\$44,995	\$46,244
C:	\$43,311	\$44,580	\$45,850	\$47,123

FROM:	\$45,902
A:	\$46,591
B:	\$47,290
C:	\$48,189

GT-5

FROM:	\$46,023	\$47,365	\$48,709	\$50,102
A:	\$46,713	\$48,075	\$49,440	\$50,854
B:	\$47,414	\$48,796	\$50,182	\$51,617
C:	\$48,315	\$49,723	\$51,135	\$52,598

FROM:	\$51,536	\$52,549
A:	\$52,309	\$53,337
B:	\$53,094	\$54,137
C:	\$54,103	\$55,166

AA-11GT-6

FROM:	\$50,686	\$52,265	\$53,854	\$55,439
A:	\$51,446	\$53,049	\$54,662	\$56,271
B:	\$52,218	\$53,845	\$55,482	\$57,115
C:	\$53,210	\$54,868	\$56,536	\$58,200

FROM:	\$57,072	\$58,086		
A:	\$57,928	\$58,957		
B:	\$58,797	\$59,841		
C:	\$59,914	\$60,978		

GT-7

FROM:	\$57,746	\$59,611	\$61,475	\$63,247
A:	\$58,612	\$60,505	\$62,397	\$64,196
B:	\$59,491	\$61,413	\$63,333	\$65,159
C:	\$60,621	\$62,580	\$64,536	\$66,397

FROM:	\$65,070	\$66,083		
A:	\$66,046	\$67,074		
B:	\$67,037	\$68,080		
C:	\$68,311	\$69,374		

GT-8

FROM:	\$65,196	\$67,187	\$69,171	\$71,155
A:	\$66,174	\$68,195	\$70,209	\$72,222
B:	\$67,167	\$69,218	\$71,262	\$73,305
C:	\$68,443	\$70,533	\$72,616	\$74,698

FROM:	\$73,197	\$74,211		
A:	\$74,295	\$75,324		
B:	\$75,409	\$76,454		
C:	\$76,842	\$77,907		

AA-12**INFORMATION SERVICES CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

***IS-1**

FROM:	\$19,106	TO	\$30,661	\$30,981
A:	\$19,393	TO	\$31,121	\$31,446
B:	\$19,684	TO	\$31,588	\$31,918
C:	\$20,058	TO	\$32,188	\$32,524

FROM:	\$32,120	\$33,259	\$34,401	\$35,413
A:	\$32,602	\$33,758	\$34,917	\$35,944
B:	\$33,091	\$34,264	\$35,441	\$36,483
C:	\$33,720	\$34,915	\$36,114	\$37,176

IS-2

FROM:	\$36,152	\$37,466	\$38,780	\$40,090
A:	\$36,694	\$38,028	\$39,362	\$40,691
B:	\$37,244	\$38,598	\$39,952	\$41,301
C:	\$37,952	\$39,331	\$40,711	\$42,086

FROM:	\$41,103
A:	\$41,720
B:	\$42,346
C:	\$43,151

AA-12IS-3

FROM:	\$41,471	\$43,025	\$44,571	\$46,135
A:	\$42,093	\$43,670	\$45,240	\$46,827
B:	\$42,724	\$44,325	\$45,919	\$47,529
C:	\$43,536	\$45,167	\$46,791	\$48,432

FROM:	\$47,146
A:	\$47,853
B:	\$48,571
C:	\$49,494

IS-4

FROM:	\$47,597	\$49,602	\$51,444	\$53,282
A:	\$48,311	\$50,346	\$52,216	\$54,081
B:	\$49,036	\$51,101	\$52,999	\$54,892
C:	\$49,968	\$52,072	\$54,006	\$55,935

FROM:	\$54,296
A:	\$55,110
B:	\$55,937
C:	\$57,000

IS-5

FROM:	\$55,215	\$57,387	\$59,569	\$61,753
A:	\$56,043	\$58,248	\$60,463	\$62,679
B:	\$56,884	\$59,122	\$61,370	\$63,619
C:	\$57,965	\$60,245	\$62,536	\$64,828

FROM:	\$62,766
A:	\$63,707
B:	\$64,663

202

C: \$65,892

203

AA-12

IS-6 PERFORMANCE PAY

FROM:	\$55,260	TO	\$67,110
A:	\$56,089	TO	\$68,117
B:	\$56,930	TO	\$69,139
C:	\$58,012	TO	\$70,453

* \$60 increments

AA-13**LIBRARY SCIENCE CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

LS-1

FROM:	\$26,772	\$27,905	\$29,035	\$30,165
A:	\$27,174	\$28,324	\$29,471	\$30,617
B:	\$27,582	\$28,749	\$29,913	\$31,076
C:	\$28,106	\$29,295	\$30,481	\$31,666

FROM:	\$31,295	\$32,424	\$33,555	\$34,685
A:	\$31,764	\$32,910	\$34,058	\$35,205
B:	\$32,240	\$33,404	\$34,569	\$35,733
C:	\$32,853	\$34,039	\$35,226	\$36,412

FROM:	\$35,699
A:	\$36,234
B:	\$36,778
C:	\$37,477

AA-13LS-2

FROM:	\$33,645	\$34,973	\$36,302	\$37,634
A:	\$34,150	\$35,498	\$36,847	\$38,199
B:	\$34,662	\$36,030	\$37,400	\$38,772
C:	\$35,321	\$36,715	\$38,111	\$39,509

FROM:	\$38,964	\$39,977		
A:	\$39,548	\$40,577		
B:	\$40,141	\$41,186		
C:	\$40,904	\$41,969		

LS-3

FROM:	\$37,498	\$39,015	\$40,530	\$42,043
A:	\$38,060	\$39,600	\$41,138	\$42,674
B:	\$38,631	\$40,194	\$41,755	\$43,314
C:	\$39,365	\$40,958	\$42,548	\$44,137

FROM:	\$43,561	\$44,574		
A:	\$44,214	\$45,243		
B:	\$44,877	\$45,922		
C:	\$45,730	\$46,795		

LS-4

FROM:	\$41,850	\$43,611	\$45,371	\$47,133
A:	\$42,478	\$44,265	\$46,052	\$47,840
B:	\$43,115	\$44,929	\$46,743	\$48,558
C:	\$43,934	\$45,783	\$47,631	\$49,481

FROM:	\$48,895	\$50,655	\$51,669	
A:	\$49,628	\$51,415	\$52,444	
B:	\$50,372	\$52,186	\$53,231	
C:	\$51,329	\$53,178	\$54,242	

AA-13LS-5

FROM:	\$45,612	\$47,540	\$49,463	\$51,390
A:	\$46,296	\$48,253	\$50,205	\$52,161
B:	\$46,990	\$48,977	\$50,958	\$52,943
C:	\$47,883	\$49,908	\$51,926	\$53,949
FROM:	\$53,315	\$55,242	\$56,255	
A:	\$54,115	\$56,071	\$57,099	
B:	\$54,927	\$56,912	\$57,955	
C:	\$55,971	\$57,993	\$59,056	

AA-14**OFFICE EQUIPMENT CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

BOOKKEEPING EQUIPMENT OPERATOR SUB-CLASSIFICATION**OE-BEO-1**

FROM:	\$17,528	\$18,026	\$18,535	\$19,037
A:	\$17,791	\$18,296	\$18,813	\$19,323
B:	\$18,058	\$18,570	\$19,095	\$19,613
C:	\$18,401	\$18,923	\$19,458	\$19,986
FROM:	\$19,538	\$20,041	\$20,545	\$21,049
A:	\$19,831	\$20,342	\$20,853	\$21,365
B:	\$20,128	\$20,647	\$21,166	\$21,685
C:	\$20,510	\$21,039	\$21,568	\$22,097
FROM:	\$22,063			
A:	\$22,394			
B:	\$22,730			
C:	\$23,162			

AA-14OE-BEO-2

FROM:	\$21,354	\$21,959	\$22,559	\$23,176
A:	\$21,674	\$22,288	\$22,897	\$23,524
B:	\$21,999	\$22,622	\$23,240	\$23,877
C:	\$22,417	\$23,052	\$23,682	\$24,331
FROM:	\$23,819	\$24,462	\$25,473	
A:	\$24,176	\$24,829	\$25,855	
B:	\$24,539	\$25,201	\$26,243	
C:	\$25,005	\$25,680	\$26,742	

AA-14**CALCULATING EQUIPMENT OPERATOR SUB-
CLASSIFICATION****OE-CEO-1**

FROM:	\$17,528	\$18,026	\$18,535	\$19,037
A:	\$17,791	\$18,296	\$18,813	\$19,323
B:	\$18,058	\$18,570	\$19,095	\$19,613
C:	\$18,401	\$18,923	\$19,458	\$19,986

FROM:	\$19,538	\$20,041	\$20,545	\$21,049
A:	\$19,831	\$20,342	\$20,853	\$21,365
B:	\$20,128	\$20,647	\$21,166	\$21,685
C:	\$20,510	\$21,039	\$21,568	\$22,097

FROM:	\$22,063
A:	\$22,394
B:	\$22,730
C:	\$23,162

OE-CEO-2

FROM:	\$21,354	\$21,959	\$22,559	\$23,176
A:	\$21,674	\$22,288	\$22,897	\$23,524
B:	\$21,999	\$22,622	\$23,240	\$23,877
C:	\$22,417	\$23,052	\$23,682	\$24,331

FROM:	\$23,819	\$24,462	\$25,473
A:	\$24,176	\$24,829	\$25,855
B:	\$24,539	\$25,201	\$26,243
C:	\$25,005	\$25,680	\$26,742

AA-14OE-CEO-3

FROM:	\$23,569	\$24,285	\$24,970	\$25,667
A:	\$23,923	\$24,649	\$25,345	\$26,052
B:	\$24,282	\$25,019	\$25,725	\$26,443
C:	\$24,743	\$25,494	\$26,214	\$26,945

FROM:	\$26,369	\$27,382
A:	\$26,765	\$27,793
B:	\$27,166	\$28,210
C:	\$27,682	\$28,746

AA-14**DUPLICATING EQUIPMENT OPERATOR SUB-
CLASSIFICATION****OE-DEO-1**

FROM:	\$17,528	\$18,026	\$18,535	\$19,037
A:	\$17,791	\$18,296	\$18,813	\$19,323
B:	\$18,058	\$18,570	\$19,095	\$19,613
C:	\$18,401	\$18,923	\$19,458	\$19,986

FROM:	\$19,538	\$20,041	\$20,545	\$21,049
A:	\$19,831	\$20,342	\$20,853	\$21,365
B:	\$20,128	\$20,647	\$21,166	\$21,685
C:	\$20,510	\$21,039	\$21,568	\$22,097

FROM:	\$22,063
A:	\$22,394
B:	\$22,730
C:	\$23,162

OE-DEO-2

FROM:	\$21,354	\$21,959	\$22,559	\$23,176
A:	\$21,674	\$22,288	\$22,897	\$23,524
B:	\$21,999	\$22,622	\$23,240	\$23,877
C:	\$22,417	\$23,052	\$23,682	\$24,331

FROM:	\$23,819	\$24,462	\$25,473
A:	\$24,176	\$24,829	\$25,855
B:	\$24,539	\$25,201	\$26,243
C:	\$25,005	\$25,680	\$26,742

AA-14OE-DEO-3

FROM:	\$23,569	\$24,285	\$24,970	\$25,667
A:	\$23,923	\$24,649	\$25,345	\$26,052
B:	\$24,282	\$25,019	\$25,725	\$26,443
C:	\$24,743	\$25,494	\$26,214	\$26,945

FROM:	\$26,369	\$27,382
A:	\$26,765	\$27,793
B:	\$27,166	\$28,210
C:	\$27,682	\$28,746

AA-14**MAILING SERVICE EQUIPMENT OPERATOR SUB-
CLASSIFICATION****OE-MSE-1**

FROM:	\$17,528	\$18,026	\$18,535	\$19,037
A:	\$17,791	\$18,296	\$18,813	\$19,323
B:	\$18,058	\$18,570	\$19,095	\$19,613
C:	\$18,401	\$18,923	\$19,458	\$19,986

FROM:	\$19,538	\$20,041	\$20,545	\$21,049
A:	\$19,831	\$20,342	\$20,853	\$21,365
B:	\$20,128	\$20,647	\$21,166	\$21,685
C:	\$20,510	\$21,039	\$21,568	\$22,097

FROM:	\$22,063
A:	\$22,394
B:	\$22,730
C:	\$23,162

OE-MSE-2

FROM:	\$21,354	\$21,959	\$22,559	\$23,176
A:	\$21,674	\$22,288	\$22,897	\$23,524
B:	\$21,999	\$22,622	\$23,240	\$23,877
C:	\$22,417	\$23,052	\$23,682	\$24,331

FROM:	\$23,819	\$24,462	\$25,473
A:	\$24,176	\$24,829	\$25,855
B:	\$24,539	\$25,201	\$26,243
C:	\$25,005	\$25,680	\$26,742

AA-14**MICROPHOTOGRAPHY EQUIPMENT OPERATOR SUB-
CLASSIFICATION****OE-MEO-1**

FROM:	\$17,528	\$18,026	\$18,535	\$19,037
A:	\$17,791	\$18,296	\$18,813	\$19,323
B:	\$18,058	\$18,570	\$19,095	\$19,613
C:	\$18,401	\$18,923	\$19,458	\$19,986

FROM:	\$19,538	\$20,041	\$20,545	\$21,049
A:	\$19,831	\$20,342	\$20,853	\$21,365
B:	\$20,128	\$20,647	\$21,166	\$21,685
C:	\$20,510	\$21,039	\$21,568	\$22,097

FROM:	\$22,063
A:	\$22,394
B:	\$22,730
C:	\$23,162

OE-MEO-2

FROM:	\$21,354	\$21,959	\$22,559	\$23,176
A:	\$21,674	\$22,288	\$22,897	\$23,524
B:	\$21,999	\$22,622	\$23,240	\$23,877
C:	\$22,417	\$23,052	\$23,682	\$24,331

FROM:	\$23,819	\$24,462	\$25,473
A:	\$24,176	\$24,829	\$25,855
B:	\$24,539	\$25,201	\$26,243
C:	\$25,005	\$25,680	\$26,742

AA-14OE-MEO-3

FROM:	\$23,569	\$24,285	\$24,970	\$25,667
A:	\$23,923	\$24,649	\$25,345	\$26,052
B:	\$24,281	\$25,019	\$25,725	\$26,443
C:	\$24,743	\$25,494	\$26,214	\$26,945

FROM:	\$26,369	\$27,382		
A:	\$26,765	\$27,793		
B:	\$27,166	\$28,210		
C:	\$27,682	\$28,746		

OE-MEO-4

FROM:	\$26,617	\$26,383	\$27,156	\$27,928
A:	\$27,016	\$26,779	\$27,563	\$28,347
B:	\$27,421	\$27,181	\$27,976	\$28,772
C:	\$27,942	\$27,697	\$28,508	\$29,319

FROM:	\$28,695	\$29,708		
A:	\$29,125	\$30,154		
B:	\$29,562	\$30,606		
C:	\$30,124	\$31,188		

OE-MEO-5

FROM:	\$29,632	\$30,539	\$31,440	\$32,343
A:	\$30,076	\$30,997	\$31,912	\$32,828
B:	\$30,527	\$31,462	\$32,391	\$33,320
C:	\$31,107	\$32,060	\$33,006	\$33,953

FROM:	\$33,250	\$34,263		
A:	\$33,749	\$34,777		
B:	\$34,255	\$35,299		
C:	\$34,906	\$35,970		

AA-15**PURCHASING AND SUPPLY CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

***PG TECHNOLOGICAL INSTITUTE RECRUITMENT**

FROM:	\$18,100	TO	\$27,206
A:	\$18,372	TO	\$27,614
B:	\$18,648	TO	\$28,028
C:	\$19,002	TO	\$28,561

***PG DEVELOPMENT**

FROM:	\$19,807	TO	\$30,204
A:	\$20,104	TO	\$30,657
B:	\$20,406	TO	\$31,117
C:	\$20,794	TO	\$31,708

*Intermediate rates at intervals of \$60.

AA-15PG-1

FROM:	\$22,789	\$24,108	\$25,433	\$26,754
A:	\$23,131	\$24,470	\$25,814	\$27,155
B:	\$23,478	\$24,837	\$26,201	\$27,562
C:	\$23,924	\$25,309	\$26,699	\$28,086

FROM:	\$28,072	\$29,384	\$30,703	\$32,024
A:	\$28,493	\$29,825	\$31,164	\$32,504
B:	\$28,920	\$30,272	\$31,631	\$32,992
C:	\$29,469	\$30,847	\$32,232	\$33,619

FROM:	\$33,346	\$34,669	\$35,987	\$37,001
A:	\$33,846	\$35,189	\$36,527	\$37,556
B:	\$34,354	\$35,717	\$37,075	\$38,119
C:	\$35,007	\$36,396	\$37,779	\$38,843

PG-2

FROM:	\$36,146	\$37,646	\$39,154	\$40,656
A:	\$36,688	\$38,211	\$39,741	\$41,266
B:	\$37,238	\$38,784	\$40,337	\$41,885
C:	\$37,946	\$39,521	\$41,103	\$42,681

FROM:	\$41,669
A:	\$42,294
B:	\$42,928
C:	\$43,744

AA-15PG-3

FROM:	\$39,965	\$41,652	\$43,329	\$45,004
A:	\$40,564	\$42,277	\$43,979	\$45,679
B:	\$41,172	\$42,911	\$44,639	\$46,364
C:	\$41,954	\$43,726	\$45,487	\$47,245

FROM:	\$46,748	\$47,760		
A:	\$47,449	\$48,476		
B:	\$48,161	\$49,203		
C:	\$49,076	\$50,138		

PG-4

FROM:	\$46,983	\$48,979	\$50,977	\$52,980
A:	\$47,688	\$49,714	\$51,742	\$53,775
B:	\$48,403	\$50,460	\$52,518	\$54,582
C:	\$49,323	\$51,419	\$53,516	\$55,619

FROM:	\$55,060	\$56,072		
A:	\$55,886	\$56,913		
B:	\$56,724	\$57,767		
C:	\$57,802	\$58,865		

PG-5

FROM:	\$54,880	\$57,242	\$59,599	\$61,798
A:	\$55,703	\$58,101	\$60,493	\$62,725
B:	\$56,539	\$58,973	\$61,400	\$63,666
C:	\$57,613	\$60,093	\$62,567	\$64,876

FROM:	\$64,076	\$65,089		
A:	\$65,037	\$66,065		
B:	\$66,013	\$67,056		
C:	\$67,267	\$68,330		

PG-6

FROM:	\$61,612	\$62,818	\$63,940	\$65,056
A:	\$62,536	\$63,760	\$64,899	\$66,032
B:	\$63,474	\$64,716	\$65,872	\$67,022
C:	\$64,680	\$65,946	\$67,124	\$68,295

FROM:	\$66,176	\$67,288	\$68,404	\$71,970
A:	\$67,169	\$68,297	\$69,430	\$73,050
B:	\$68,177	\$69,321	\$70,471	\$74,146
C:	\$69,472	\$70,638	\$71,810	\$75,555

FROM:	\$72,983
A:	\$74,078
B:	\$75,189
C:	\$76,618

Performance pay to apply to employees subject to the performance pay regulations.

AA-16**PROGRAMME ADMINISTRATION CLASSIFICATION****ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

PM-1

FROM:	\$29,852	\$31,118	\$32,384	\$33,649
A:	\$30,300	\$31,585	\$32,870	\$34,154
B:	\$30,755	\$32,059	\$33,363	\$34,666
C:	\$31,339	\$32,668	\$33,997	\$35,325

FROM:	\$34,912	\$36,172	\$37,481	\$38,493
A:	\$35,436	\$36,715	\$38,043	\$39,070
B:	\$35,968	\$37,266	\$38,614	\$39,656
C:	\$36,651	\$37,974	\$39,348	\$40,409

PM-2

FROM:	\$35,616	\$37,047	\$38,476	\$39,905
A:	\$36,150	\$37,603	\$39,053	\$40,504
B:	\$36,692	\$38,167	\$39,639	\$41,111
C:	\$37,389	\$38,892	\$40,392	\$41,893

FROM:	\$41,390	\$42,402
A:	\$42,011	\$43,038
B:	\$42,641	\$43,684
C:	\$43,451	\$44,514

AA-16PM-3

FROM:	\$38,493	\$39,977	\$41,455	\$42,939
A:	\$39,070	\$40,577	\$42,077	\$43,583
B:	\$39,656	\$41,186	\$42,708	\$44,237
C:	\$40,409	\$41,969	\$43,519	\$45,078

FROM:	\$44,474	\$45,488		
A:	\$45,141	\$46,170		
B:	\$45,818	\$46,863		
C:	\$46,689	\$47,753		

PM-4

FROM:	\$41,846	\$43,541	\$45,237	\$46,935
A:	\$42,474	\$44,194	\$45,916	\$47,639
B:	\$43,111	\$44,857	\$46,604	\$48,354
C:	\$43,930	\$45,709	\$47,490	\$49,272

FROM:	\$48,697	\$49,711		
A:	\$49,427	\$50,457		
B:	\$50,168	\$51,214		
C:	\$51,121	\$52,187		

PM-5

FROM:	\$49,672	\$51,708	\$53,747	\$55,790
A:	\$50,417	\$52,484	\$54,553	\$56,627
B:	\$51,173	\$53,271	\$55,371	\$57,476
C:	\$52,145	\$54,283	\$56,423	\$58,568

FROM:	\$57,909	\$58,922		
A:	\$58,778	\$59,806		
B:	\$59,660	\$60,703		
C:	\$60,794	\$61,856		

AA-16PM-6

FROM:	\$58,491	\$60,931	\$63,366	\$65,804
A:	\$59,368	\$61,845	\$64,316	\$66,791
B:	\$60,259	\$62,773	\$65,281	\$67,793
C:	\$61,404	\$63,966	\$66,521	\$69,081

FROM:	\$68,334	\$69,347
A:	\$69,359	\$70,387
B:	\$70,399	\$71,443
C:	\$71,737	\$72,800

PM-7

FROM:	\$61,000	TO	\$77,375
A:	\$61,915	TO	\$78,536
B:	\$62,844	TO	\$79,714
C:	\$64,038	TO	\$81,229

AA-17

SOCIAL SCIENCE SUPPORT CLASSIFICATION**ANNUAL RATES OF PAY**

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

SI-1

FROM:	\$31,372	\$32,199	\$33,056	\$33,947
A:	\$31,843	\$32,682	\$33,552	\$34,456
B:	\$32,321	\$33,172	\$34,055	\$34,973
C:	\$32,935	\$33,802	\$34,702	\$35,637

FROM:	\$34,836	\$35,726	\$36,739
A:	\$35,359	\$36,262	\$37,290
B:	\$35,889	\$36,806	\$37,849
C:	\$36,571	\$37,505	\$38,568

SI-2

FROM:	\$37,343	\$38,399	\$39,464	\$40,522
A:	\$37,903	\$38,975	\$40,056	\$41,130
B:	\$38,472	\$39,560	\$40,657	\$41,747
C:	\$39,203	\$40,312	\$41,429	\$42,540

FROM:	\$41,534
A:	\$42,157
B:	\$42,789
C:	\$43,602

AA-17SI-3

FROM:	\$40,556	\$41,693	\$42,827	\$43,962
A:	\$41,164	\$42,318	\$43,469	\$44,621
B:	\$41,781	\$42,953	\$44,121	\$45,290
C:	\$42,575	\$43,769	\$44,959	\$46,151

FROM:	\$44,976
A:	\$45,651
B:	\$46,336
C:	\$47,216

SI-4

FROM:	\$43,636	\$44,942	\$46,239	\$47,548
A:	\$44,291	\$45,616	\$46,933	\$48,261
B:	\$44,955	\$46,300	\$47,637	\$48,985
C:	\$45,809	\$47,180	\$48,542	\$49,916

FROM:	\$48,561
A:	\$49,289
B:	\$50,028
C:	\$50,979

SI-5

FROM:	\$48,817	\$50,327	\$51,829	\$53,342
A:	\$49,549	\$51,082	\$52,606	\$54,142
B:	\$50,292	\$51,848	\$53,395	\$54,954
C:	\$51,248	\$52,833	\$54,410	\$55,998

FROM:	\$54,355
A:	\$55,170
B:	\$55,998

225

C: \$57,062

AA-17SI-6

FROM:	\$54,448	\$56,179	\$57,912	\$59,649
A:	\$55,265	\$57,022	\$58,781	\$60,544
B:	\$56,094	\$57,877	\$59,663	\$61,452
C:	\$57,160	\$58,977	\$60,797	\$62,620

FROM:	\$60,663
A:	\$61,573
B:	\$62,497
C:	\$63,684

SI-7

FROM:	\$61,212	\$63,124	\$64,964	\$66,798
A:	\$62,130	\$64,071	\$65,938	\$67,800
B:	\$63,062	\$65,032	\$66,927	\$68,817
C:	\$64,260	\$66,268	\$68,199	\$70,125

FROM:	\$67,812
A:	\$68,829
B:	\$69,861
C:	\$71,188

SI-8

FROM:	\$67,488	\$69,569	\$71,645	\$73,729
A:	\$68,500	\$70,613	\$72,720	\$74,835
B:	\$69,528	\$71,672	\$73,811	\$75,958
C:	\$70,849	\$73,034	\$75,213	\$77,401

FROM:	\$74,741
A:	\$75,862
B:	\$77,000
C:	\$78,463

AA-18
SECRETARIAL, STENOGRAPHIC AND TYPING
CLASSIFICATION

ANNUAL RATES OF PAY

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

TYPIST SUB-CLASSIFICATION

ST-TYP-1

FROM:	\$17,351	\$17,792	\$18,244	\$18,686
A:	\$17,611	\$18,059	\$18,518	\$18,966
B:	\$17,875	\$18,330	\$18,796	\$19,250
C:	\$18,215	\$18,678	\$19,153	\$19,616

FROM:	\$19,126	\$19,562	\$20,573
A:	\$19,413	\$19,855	\$20,882
B:	\$19,704	\$20,153	\$21,195
C:	\$20,078	\$20,536	\$21,598

ST-TYP-2

FROM:	\$19,412	\$19,901	\$20,401	\$20,901
A:	\$19,703	\$20,200	\$20,707	\$21,215
B:	\$19,999	\$20,503	\$21,018	\$21,533
C:	\$20,379	\$20,893	\$21,417	\$21,942

FROM:	\$21,414	\$22,427
A:	\$21,735	\$22,763
B:	\$22,061	\$23,104
C:	\$22,480	\$23,543

AA-18**STENOGRAPHER SUB-CLASSIFICATION****ST-STN-1**

FROM:	\$18,091	\$18,699	\$19,243	\$19,790
A:	\$18,362	\$18,979	\$19,532	\$20,087
B:	\$18,637	\$19,264	\$19,825	\$20,388
C:	\$18,991	\$19,630	\$20,202	\$20,775

FROM:	\$20,341	\$20,897	\$21,444	\$21,993
A:	\$20,646	\$21,210	\$21,766	\$22,323
B:	\$20,956	\$21,528	\$22,092	\$22,658
C:	\$21,354	\$21,937	\$22,512	\$23,089

FROM:	\$22,543	\$23,557		
A:	\$22,881	\$23,910		
B:	\$23,224	\$24,269		
C:	\$23,665	\$24,730		

ST-STN-2

FROM:	\$22,199	\$22,784	\$23,373	\$23,976
A:	\$22,532	\$23,126	\$23,724	\$24,336
B:	\$22,870	\$23,473	\$24,080	\$24,701
C:	\$23,305	\$23,919	\$24,538	\$25,170

FROM:	\$24,593	\$25,606		
A:	\$24,962	\$25,990		
B:	\$25,336	\$26,380		
C:	\$25,817	\$26,881		

AA-18

OFFICE COMPOSITION EQUIPMENT OPERATOR
SUB-CLASSIFICATION

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

ST-OCE-1

FROM:	\$24,319	\$25,016	\$25,713	\$26,414
A:	\$24,684	\$25,391	\$26,099	\$26,810
B:	\$25,054	\$25,772	\$26,490	\$27,212
C:	\$25,530	\$26,262	\$26,993	\$27,729

FROM:	\$27,131	\$28,144
A:	\$27,538	\$28,566
B:	\$27,951	\$28,994
C:	\$28,482	\$29,545

ST-OCE-2

FROM:	\$26,803	\$27,586	\$28,368	\$29,147
A:	\$27,205	\$28,000	\$28,794	\$29,584
B:	\$27,613	\$28,420	\$29,226	\$30,028
C:	\$28,138	\$28,960	\$29,781	\$30,599

FROM:	\$29,945	\$30,959
A:	\$30,394	\$31,423
B:	\$30,850	\$31,895
C:	\$31,436	\$32,501

AA-18ST-OCE-3

FROM:	\$30,188	\$31,074	\$31,969	\$32,852
A:	\$30,641	\$31,540	\$32,449	\$33,345
B:	\$31,101	\$32,013	\$32,936	\$33,845
C:	\$31,692	\$32,621	\$33,562	\$34,488

FROM:	\$33,761	\$34,775
A:	\$34,267	\$35,297
B:	\$34,781	\$35,826
C:	\$35,442	\$36,507

AA-18

SECRETARY SUB-CLASSIFICATION

A: RATES EFFECTIVE OCTOBER 1, 1998
B: RATES EFFECTIVE OCTOBER 1, 1999
C: RATES EFFECTIVE OCTOBER 1, 2000

ST-SCY-1

FROM:	\$26,803	\$27,586	\$28,368	\$29,147
A:	\$27,205	\$28,000	\$28,794	\$29,584
B:	\$27,613	\$28,420	\$29,226	\$30,028
C:	\$28,138	\$28,960	\$29,781	\$30,599

FROM:	\$29,945	\$30,959
A:	\$30,394	\$31,423
B:	\$30,850	\$31,894
C:	\$31,436	\$32,500

ST-SCY-2

FROM:	\$30,188	\$31,074	\$31,969	\$32,852
A:	\$30,641	\$31,540	\$32,449	\$33,345
B:	\$31,101	\$32,013	\$32,936	\$33,845
C:	\$31,692	\$32,621	\$33,562	\$34,488

FROM:	\$33,761	\$34,775
A:	\$34,267	\$35,297
B:	\$34,781	\$35,826
C:	\$35,442	\$36,507

APPENDIX "B"

CAR ALLOWANCE

Employees, who by virtue of their position (as described in the job description and competition poster) must provide an automobile for use on Corporation business, are entitled to the current Sales and Retail Automobile Allowance Plan, which shall remain in effect for the duration of the collective agreement.

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE
OF CANADA / UNION OF POSTAL
COMMUNICATIONS EMPLOYEES**

BILINGUAL BONUS

The Corporation will continue to pay the bilingual bonus in accordance with the Corporate Policy for the duration of the contract. It is hereby recognized that under the Corporate Policy, employees in the MGT and XMT classifications are not entitled to the bilingual bonus.

***APPENDIX "D"**

MEMORANDUM OF UNDERSTANDING

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES**

RE: NEW JOB EVALUATION PLAN

The parties recognize the desirability of implementing a job evaluation plan appropriate to the needs of the parties. The parties also recognize and support the principle of equal pay for work of equal value as defined in the Canadian Human Rights Act.

The parties also recognize that significant progress towards developing a new job evaluation plan has been made as a result of the efforts of the parties arising from previous Memoranda of Understanding. The parties further recognize the desirability of building upon that progress.

The parties agree that any job evaluation plan implemented shall apply to all positions in the bargaining unit and shall meet the following requirements:

1. a) The job evaluation plan shall be free of gender bias and shall meet the requirements of Section 11 of the Canadian Human Rights Act.
- b) The job evaluation plan shall be based on sound job evaluation principles and fairly and adequately assess every type of work performed in the bargaining unit.
- c) The job evaluation plan shall not discriminate against any employee or group of employees in the bargaining unit on the basis of any of the grounds prohibited by the Canadian Human Rights Act.

2. * The parties agree to make all reasonable efforts to complete development of the job evaluation plan by April 1, 2001.
3. * The parties agree to continue a Joint Steering Committee to facilitate development of the job evaluation plan. Each party may appoint up to four (4) members to the Joint Steering Committee. The parties shall notify each other in writing of any change of their respective representatives.
4. * The mandate of the Joint Steering Committee shall include:
 - (a) development and approval of a work plan setting out the activities to be performed;
 - (b) development of the timetable for the activities identified in sub-paragraph (a);
 - (c) ** ongoing advice and guidance in respect of conducting the work plan;
 - (d) any other activities the Joint Steering Committee considers appropriate.
5. The Corporation agrees to conduct the activities as jointly recommended in the work plan identified in paragraph 4, in accordance with the timetable established therein.
6.
 - (a) The Corporation agrees to grant leave with pay to any member of the bargaining unit selected by the Alliance to participate as a member of the Joint Steering Committee.
 - (b) The Corporation agrees to pay the travel and accommodation expenses of any member of the bargaining unit selected by the Alliance to participate as a member of the Joint Steering Committee.
 - c) All other costs approved by the Joint Steering Committee and related to the development of the job evaluation plan shall be the sole responsibility of the Corporation.

Implementation

7. * Prior to evaluating any positions using the new evaluation plan, the Corporation shall ensure that any document used to gather job or position information shall be current, complete, accurate, free of gender bias and in a written format suitable for evaluation using the evaluation plan.
8. Subject to ratification by the parties, the Joint Steering Committee shall approve the job evaluation plan and the Corporation shall then evaluate all positions in the bargaining unit in accordance with the job evaluation plan approved by the parties.
9. ** The Corporation agrees that employees whose jobs are to be evaluated under the job evaluation plan shall be granted the necessary time during business hours to prepare job evaluation documents.
10. Prior to the new job evaluation plan coming into force and replacing the current classification standards, the parties shall first establish pay levels and negotiate the rates of pay applicable to each level established, the rules governing conversion of employees to the new pay structure and salary protection provisions for any affected employees, as well as the changes in the collective agreement required to implement the new job evaluation plan.

Dispute Resolution

11. The parties recognize that implementation of the new evaluation plan is likely to result in a number of classification grievances. The parties agree to negotiate, no later than three (3) months prior to the implementation of the new evaluation plan, a grievance procedure applicable only to individual classification grievances arising from the implementation of the new evaluation plan.
12. Any provision contained in this memorandum of understanding may be amended by mutual agreement of the parties.

Canada Post
Corporation

Public Service Alliance
of Canada

APPENDIX "E"**STANDBY**

In accordance with clause 34.02, coverage of off-duty hours, or standby, is required for the following positions:

LOCATION	POS.#	EMPLOYEE NAME	CLASS. & LEVEL	FUNCTION
ATL.	1746138		MGT 1	Cust. Serv.
	1746146		MGT 1	Cust. Serv.
	1557033	K. Nugent	MGT 1	IT
	41386	R. MacFarlane	MGT 1	IT
	41394	S. Coolen	MGT 1	IT
	41262	K. Farrell	MGT 1	IT
	41378	D.M. Archibald	DA-PRO-3	IT
	41335	R. Britten	MGT 1	IT
	41351	J. Chisholm	MGT 1	IT
QUE.	43842	M. Bernier	MGT 1	IT
	43796	C. Boudreault	MGT 1	IT
	1557041	P. Dion	MGT 1	IT
	43816	A. Pelletier	MGT 1	IT
	43869	Y. Rousseau	MGT 1	IT
MTL.	10189	C.Carrière-Dupratt	DA-PRO-2	ENG & Sup Ser
	88587	J. Marin	DA-PRO-5	Ind. Info.
	88595	R. Lépine	DA-PRO-4	Ind. Info.
	88609	J. Courcelles	DA-PRO-4	Ind. Info.
	88625	S. English	DA-PRO-4	Ind. Info.
	88714	C. Houle	DA-PRO-4	Ind. Info.
	116890	J.B. Brien	EG-ESS-8	Ind. Info.
	116920	S. Harrison	EG-ESS-8	Ind. Info.
	116947	A. Lane	EG-ESS-9	Ind. Info.
	116882	R. Lebeau	EG-ESS-8	Ind. Info.
	116823	R. Paquette	EG-ESS-9	Ind. Info.
	116831	G. Rivest	EG-ESS-8	Ind. Info.
	116904	Y. Richard	EG-ESS-8	Ind. Info.
	88161	J. Marcotte	CS-4	Ind. Info.
	88188	L. Buzzetti	CS-4	Ind. Info.
	88196	S. Traversy	CS-3	Ind. Info.
88218	A. Taza	CS-2	Ind. Info.	

LOCATION	POS.#	EMPLOYEE NAME	CLASS. & LEVEL	FUNCTION
MTL. (cont'd)	88226	L. Heilig	CS-2	Ind. Info.
	88234	A. Winskowski	CS-3	Ind. Info.
	88463	J.R. Rioux	CS-4	Ind. Info.
	88676	C. Duchesne	CS-3	Ind. Info.
	1314750	A. Nguyen	CS-2	Ind. Info.
	1552236	M.A. Gagnon	CS-2	Ind. Info.
	1679651	J.L. Bastien	MGT 1	ENG & Sup Ser
	1691430	L. Perron	MGT 1	ENG & Sup Ser
	46035	D. Lafrance	MGT 1	IT
	46051	M. Lachance	MGT 1	IT
	46116	J.J.A. Tremblay	MGT 1	IT
	46191	G. Gendron	MGT 1	IT
	46205	R. Raitt	MGT 1	IT
	1558579	S. Guimond	MGT 1	IT
	1704524	J.R.A. Lavoie	MGT 1	IT
	1552244	L. Marier	CS-2	Ind. Info.
	1679651	J.L. Bastien	MGT 1	Ind. Info.
	46124	M-G.J. Boismenu	DA-PRO-3	IT
	RIDEAU	1551272	M. Desrosiers	MGT 1
49905		R. Magliocco	MGT 1	IT
49859		R. Viens	MGT 1	IT
130385		G. Louthood	MGT 1	IT
TORONTO	117390	I. Vaidelis	CR-4	ENG & Sup Ser
	117501	B. Eyres	EG-ESS-8	ENG & Sup Ser
	117528	J. Kampf	EG-ESS-8	ENG & Sup Ser
	117560	E. Serra	EG-ESS-9	ENG & Sup Ser
	117579	J. Siu	EG-ESS-8	ENG & Sup Ser
	117587	P. Dempsey	EG-ESS-8	ENG & Sup Ser
	88242	F. Wong	CS-4	ENG & Sup Ser
	88277	S.G. Mark	CS-3	ENG & Sup Ser
	88293	C. Yee	CS-2	ENG & Sup Ser
	88307	C. Chiu	CS-3	ENG & Sup Ser
	88374	C. Ling	CS-3	ENG & Sup Ser
	88552	F. Job	CS-3	ENG & Sup Ser
	88560	L.M. Dworak	XMT	ENG & Sup Ser
	117412	A. Kukla	ENG-4	ENG & Sup Ser
	117455	N. Yucel	ENG-3	ENG & Sup Ser
	1695886	T. Tanski	CS-4	ENG & Sup Ser
	1764349	K.K. Wong	CS-4	ENG & Sup Ser
	53422	K. Mellean	MGT 1	IT

LOCATION	POS.#	EMPLOYEE NAME	CLASS. & LEVEL	FUNCTION
TORONTO (cont'd)	1551280	S. Harwood	MGT 1	IT
	1557068	R. Hayward	MGT 1	IT
	1304208	D. Brown	MGT 1	IT
	53279	S. Mohammed	MGT 1	IT
	53317	A. Spendik	MGT 1	IT
	58653	C. Hagen	MGT 1	IT
	1283391	R. Slater	MGT 1	IT
	506028	E. Stanga	MGT 1	IT
WPG.	1747711	D. Johanson	MGT 1	Cust. Serv.
	1746707	L. Szczepanik	MGT 1	Cust. Serv.
	61832	B.A.M. Douglas	DA-PRO-3	IT
	51840	B. Olson	MGT 1	IT
	1762211	R. Semmler	MGT 1	IT
	61778	H. Mohr	MGT 1	IT
	61786	H. Gordiev	MGT 1	IT
FTHLLS	1564927	M. Epton	MGT 1	Retail
	1772481	R. Edgelow	MGT 1	Real Estate
	16985	E. Zubriski	MGT 1	Real Estate
	1562363	K. Rubis		
	87955	M. Bootsveld		
	64785	B. Troppmann		
	64696	E. Bilyk		
	1552287	B. Ramsay		
	1305174	R. Peterson		
64726	Q. Edwards			
PAC.	1171534	R. Hawking	MGT 1	IT
	1135945	M. Taylor	MGT 1	IT
	1628518	A. Dossa	MGT 1	IT
	1148540	J. Mcartney	MGT 1	IT
	977608	R. Kochanski	CS-2	IT
	1123408	S. Vinokuroff	CS-4	IT
H.O.	94730	R. Daoust	AS-2	Communication
	94471	M. Laidlaw	AS-2	Communication
	94722	D. Fortier	AS-2	Communication
	111570		AS-2	Communication
	113379	D. Wong	EG-ESS-8	ENG & Sup Ser
	113409	S. Rochon	EG-ESS-8	ENG & Sup Ser
	113425	G. Sarrazin	EG-ESS-8	ENG & Sup Ser

LOCATION	POS.#	EMPLOYEE NAME	CLASS. & LEVEL	FUNCTION
H.O. (cont'd)	113530	F. O'Brien	EG-ESS-8	ENG & Sup Ser
	113557	J. Lauzon	ENG-3	ENG & Sup Ser
	113689	D. Berthiaume	EG-ESS-6	ENG & Sup Ser
	113301	E. Strickland	EG-ESS-8	ENG & Sup Ser
	113662	T. Brooks	EG-ESS-8	ENG & Sup Ser
	113700	S. Stewart	ENG-3	ENG & Sup Ser
	1315900	N. Lee	AS-2	Communication
	1295047	P. Folusewych	AS-2	Communication
	1745654		MGT 1	Customer Serv.
	1745670		MGT 1	Customer Serv.
	3271	M. Culman	MGT 1	ENG & Sup Ser
	87432	D. Cothran	XMT	ENG & Sup Ser
	87920	S. Holman	XMT	ENG & Sup Ser
	88005	S. Horvath	CS-3	ENG & Sup Ser
	88013	K. Hadley	CS-4	ENG & Sup Ser
	88137	W. Hik	CS-4	ENG & Sup Ser
	88153	B. Connery	ENG-4	ENG & Sup Ser
	88382	C. Tran	CS-3	ENG & Sup Ser
	90611	K. Morley	MGT 1	ENG & Sup Ser
	113182	R. Blanchard	XMT	ENG & Sup Ser
	113190	C. Millard	XMT	ENG & Sup Ser
	113247	M. Forget	ENG-3	ENG & Sup Ser
	113298	P. Sit	MGT 1	ENG & Sup Ser
	113565	L. Ambrus	ENG-3	ENG & Sup Ser
	115096	R. Keating	MGT 1	ENG & Sup Ser
	115231	N. Guedes	CS-4	ENG & Sup Ser
	115274	R. Mallett	CS-4	ENG & Sup Ser
	115339	M. Smith	ENG-4	ENG & Sup Ser
	1266187	P. Nantel	MGT 1	ENG & Sup Ser
	1314688	J. St-Arsenault	CS-4	ENG & Sup Ser
	1314793	F. Binder	CS-4	ENG & Sup Ser
	1314807	G. Lonergan	CS-4	ENG & Sup Ser
	1314912	P. Alexander	MGT 1	ENG & Sup Ser
	1353772	K. Savvidis	MGT 1	ENG & Sup Ser
	1353802	S. Belanger	XMT	ENG & Sup Ser
	1495992	J. Cameron	CS-4	ENG & Sup Ser
	1546031	G. Smith	MGT 1	ENG & Sup Ser
	1567705	S. Delucia	CS-2	ENG & Sup Ser
	1571990	S. Khosla	XMT	ENG & Sup Ser
	1575090	D. Desjardins	MGT 1	ENG & Sup Ser
	1593218	W. Weiss	CS-4	ENG & Sup Ser
	1593226	H. Sullivan	CS-4	ENG & Sup Ser

LOCATION	POS.#	EMPLOYEE NAME	CLASS. & LEVEL	FUNCTION
H.O. (cont'd)	1593234	A. Fyke	CS-4	ENG & Sup Ser
	1683160	J. Charron	CS-2	ENG & Sup Ser
	1688553	H. Waterfall	MGT 1	ENG & Sup Ser
	1696637	A. Aday	ENG-2	ENG & Sup Ser
	1720252	G. Lemire	CS-3	ENG & Sup Ser
	1738429	F. Sauvé	XMT	ENG & Sup Ser
	1742078	M. Aghdam	MGT 1	ENG & Sup Ser
	1742078	V. Kempffer	MGT 1	ENG & Sup Ser
	1750518	Vacant	ENG-1	ENG & Sup Ser
	1751522	R. Paquette	CS-4	ENG & Sup Ser
	1751530	W. Carbonette	CS-4	ENG & Sup Ser
	1755919	K. Cleary	MGT 1	ENG & Sup Ser
	1763881	H. Baets	MGT 1	ENG & Sup Ser
	1763903	T. Larocque	MGT 1	ENG & Sup Ser
	1763938	J. Coutaud	CS-3	ENG & Sup Ser
	1763946	Vacant	CS-3	ENG & Sup Ser
	1763989	P. Durocher	CS-3	ENG & Sup Ser
	1764020	Vacant	CS-4	ENG & Sup Ser
	1764144	R. Gosselin	CS-4	ENG & Sup Ser
	1768735	Vacant	MGT 1	ENG & Sup Ser
	1768743	J.P. Lalonde	MGT 1	ENG & Sup Ser
	1768751	Vacant	MGT 1	ENG & Sup Ser
		85642		XMT
	85464		XMT	Word Proces.
	85863		XMT	Word Proces.
	85596		XMT	Word Proces.
	85626		XMT	Word Proces.
	85545		XMT	Word Proces.
	111570		AS-2	Translation
	1495984		MGT 1	Translation
	1529609		MGT 1	Translation
	111694		MGT 1	Translation
	85251		CR-4	Travel
	85243		CR-4	Travel
	85200		MGT 1	Travel

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES

CONCERNING A DENTAL PLAN AGREEMENT

The following sets out the mutual understanding reached between the parties signatory hereinto.

ARTICLE 1 - DEFINITIONS

- (a) *"Dental Plan"* means the provision of dental care benefits and the terms and conditions relating thereto as agreed to for the employees of the Canada Post and their dependents as hereinafter defined.
- (b) *"Dependent(s)"* means:
 - (i) the Eligible Spouse of a Full-time or Part-time Eligible Employee;
 - (ii) any unemployed dependent children, stepchildren or adopted children of a Full-time or Part-time Eligible Employee:
 - (a) under age 22 and residing with such Eligible Employee or the Eligible Spouse of such Eligible Employee, or

- (b) under age twenty-five if registered as a full-time College or University Student, or
- (c) of any age if handicapped and solely dependent upon such Eligible Employee

but

- (iii) excludes any person who is covered under this Dental Plan as an Eligible Employee.
- (c) "*Eligible Spouse*" means the person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the Eligible Employee.
 - (d) "*Eligible Employee(s)*" means an employee of Canada Post who is eligible for benefits pursuant to the eligibility requirements of Article III.
 - (e) "*Service Organization*" means the institution, appointed by the Corporation which is responsible for the daily administration and operation of the Dental Plan;
 - (f) "*Full-time Employee*" means an employee whose regularly scheduled hours of work equal or exceed thirty-five (35) hours per week.
 - (g) "*Part-time Employee*" means an employee whose regularly scheduled hours of work are not less than one-third (1/3) of the regularly scheduled hours of work per week of a full-time employee of the same classification.

ARTICLE II - FUNDING

1. The cost of the Dental Plan shall be borne by the Corporation commencing with the effective date of this Dental Plan Agreement.

ARTICLE III - ELIGIBLE EMPLOYEES

1. A Full-time or Part-time Employee and such employee's Dependents shall become eligible for benefits under this Dental Plan effective on the first day of the month following the completion of six months' compensated service with the Corporation. Employees who have compensated service for a regular or partial eight-hour shift for 131 days will be deemed to have completed six months of compensated service.
2. An employee who has once established eligibility for benefits under the Plan must have compensated service in each month in order to continue such eligibility for benefits.
3. An Eligible Employee who is:
 - (a) laid off, or
 - (b) on leave of absence without pay, or
 - (c) on strike, or
 - (d) dismissed and has been re-instated for any reason

and whose dental coverage is terminated pursuant to Article V shall again become eligible for benefits on the date of return to active work.

ARTICLE IV - DENTAL BENEFITS

1. The Dental Plan for Eligible Employees shall provide for dental care which shall be in accordance with this Agreement.

2. For dental claims, which originate on or after May 17, 1986, each Eligible Employee, shall be entitled to claim as follows:
 - (a) For basic dental services, reimbursement of costs incurred up to 80% of Covered Expenses;
 - (b) for major dental services, reimbursement of costs incurred up to 70% of Covered Expenses;
 - (c) for orthodontic services, reimbursement of costs incurred up to 50% of Covered Expenses.
3. The Covered Expenses referred to in Article IV.2 are defined as the amounts in effect on the day of treatment as specified in the relevant provincial Dental Association Fee Guides, in accordance with clause 37.03.
4.
 - (a) An Eligible Employee shall be entitled to claim reimbursement of Covered Expenses incurred, with respect to Basic dental services, to a maximum of \$1,000.00 per person per calendar year and Major dental services to a maximum of \$1,000.00 per person per calendar year after an annual calendar year deductible amount of \$50.00 per family (\$25.00 per single) has been applied.
 - (b) An Eligible Employee shall be entitled to claim reimbursement of Covered Expenses incurred for Dependent children, with respect to orthodontic services, to a lifetime maximum of \$1,000.00 per child.
5. Basic dental services are those specified in the Appendix "A" and include preventive and diagnosis services, extractions and oral surgery, minor restorations (fillings), periodontics and endodontics.

6. Major dental services are those specified in the Appendix "A" and include major restorations and prosthodontics.
7. Orthodontic services for dependent children are those specified in the Appendix "A".
8. The dental services, outlined in this Article are subject to the exclusions, limitations and requirements specified in the Appendix "A".

ARTICLE V - TERMINATION OF COVERAGE

1. Dental Plan coverage for an Eligible Employee and Dependents will be terminated as follows:
 - (a) In the event of resignation or dismissal of the Eligible Employee, the date on which the employment relationship terminates;
 - (b) In the event of the Eligible Employee's:
 - (i) leave of absence without pay in excess of thirty (30) calendar days, the last day worked;
 - (ii) retirement, the date on which the employee retires pursuant to the applicable pension rules;
 - (iii) lay-off, strike or death, the last day worked;

except that dental expenses which are incurred by an Eligible Employee and/or Dependents after termination of coverage as a result of Article V.1(b) will be Covered Expenses if the supplies involved were ordered or the treatment involved commenced while the Eligible Employee and/or Dependents were covered, but only if the item is finally installed or delivered or the treatment is completed no later than ninety (90) calendar days after the last day worked.

- (c) With respect to Dependents, the date on which a Dependent ceases to be a Dependent as defined in Article I(b);
- (d) in the event the collective agreement is terminated, the date of such termination.

ARTICLE VI - SUBMISSION OF CLAIMS

1. An Eligible Employee shall be responsible for the completion of the claim forms and to furnish proof of Covered Expenses incurred as shall be deemed necessary and appropriate by the Service Organization.
2. Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organization a notice in writing setting forth the specific reasons for such denial, specific reference to the Dental Plan's provisions on which the denial is based, a description of any additional material necessary for the claimant to support the claim, and explanations both as to why such material is necessary and as to the terms of the Dental Plan's claims procedure, all written in a manner calculated to be understood by the person whose claim has been denied.
3. Any employee whose claim has been denied by the Service Organization may submit, within sixty days after such denial, information and materials in support of the claim to the Service Organization's claims section. Within sixty days of receiving such submission, the claims section shall review it and make a determination. This determination shall be final, shall be in writing, shall include specific reasons for the decision and specific reference to the Dental Plan provisions on which it is based; it shall also be written in a manner calculated to be understood by the claimant.
4. A claim denied by the Service Organization will not be subject to review by the Corporation unless the claim was denied on the basis of the eligibility provisions of Article III.

5. In the event that a dispute arises in respect of a claim which was denied on the basis of the eligibility provision of Article III the employee shall submit such disputed claim to the employee's immediate supervisor. In the event that the dispute is not resolved at that point, the employee may require that it be submitted to the grievance procedure.
6. In the event that the matter is not resolved in the grievance review process the question may be referred to arbitration.
7. Such arbitration shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding.

ARTICLE VII - TERM OF AGREEMENT

This agreement shall remain in effect until 31 December 1986 and thereafter until renegotiated in the manner and at the time provided for in respect of the collective agreement between Canada Post and The Public Service Alliance of Canada which is current from time to time.

ARTICLE VIII - ENTIRE AGREEMENT

This Dental Plan Agreement and the Appendix "A" attached thereto shall form the entire agreement between the parties and shall be annexed to the present collective agreement as a memorandum of understanding.

APPENDIX "A" - COVERAGE**ARTICLE 1 - DEFINITIONS**

The terms used herein shall have the meanings as hereinafter provided and words implying the female gender include the male gender.

- (1) *"Accidental Dental Injury"* means an unexpected or unforeseen injury to the dental and contiguous structures happening without the direct intent of the person injured or happening as the direct result of his intentional act, such act not amounting to violent or negligent exposure to unnecessary danger.
- (2) *"Adjusted Maximum"* means the maximum amount payable under the Benefit Provision during the first calendar year of coverage for any Eligible Employee or Dependent whose coverage becomes effective on or after July 1 of the calendar year and shall be the Adjusted Annual Dental Maximum Amount stated in the Table of Benefits.
- (3) *"Calendar Year Deductible"* means, in respect of the Covered Expenses incurred in the calendar year for which the Calendar Year Deductible is being calculated, the sum of the Covered Expenses which, when accumulated in the order in which they are incurred equals the Individual Deductible Amount stated in the Table of Benefits, except as provided in the Deductible Provisions section.
- (4) *"Co-Insurance Percentage"* means that portion of Covered Expenses in excess of the Calendar Year Deductible which shall be reimbursed to the Eligible Employee pursuant to the Dental Plan. Such Co-Insurance Percentage shall be further identified in the Table of Benefits according to the type of treatment (Basic, Major or Orthodontic) for which coverage is provided.

- (5) "*Covered Expenses*" means, where permitted by law and to the extent that such services and supplies or portion thereof are not covered by the medical care insurance plan of the applicable province or any government dental plan or any other government health plan of the Eligible Employee's home province. Reasonable and Customary Charges for the types of dental treatment (Basic, Major or Orthodontic) further described herein and identified in the Table of Benefits, up to but not exceeding the amount shown for a General Practitioner in the dental fee guide identified in the Table of Benefits, except that
- (a) if such service is rendered by a Dentist who is a specialist, and such dental fee guide contains a separate fee guide for his specialty, the maximum covered Expense for such service shall be the amount listed in the guide for such specialty, and
 - (b) if such service is rendered by a Dental Assistant, Dental Hygienist or Dental Mechanic who is a member of a provincial group of Dental Assistants, Dental Hygienists or Dental Mechanics which has its own official fee guide, the maximum Covered Expense for such service shall be the amount listed in such guide.

The following are Covered Expenses:

- A. Basic Expenses: Routine treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:
- (a) The following services (i) to (iv) inclusive, each limited to twice in any calendar year:
 - (i) oral examination;
 - (ii) prophylaxis (the cleaning and scaling of teeth);
 - (iii) bitewing x-rays;
 - (iv) topical application of fluoride solutions;

provided that, for each of the above services, a period of at least five consecutive months has elapsed since the last such service was rendered.

- (b) Full-mouth series of x-rays, provided that a period of at least twenty-four consecutive months has elapsed since the last such series of x-rays were performed.
 - (c) Extractions and alveolectomy at the time of tooth extraction.
 - (d) Amalgam, silicate, acrylic and composite restorations.
 - (e) Dental surgery.
 - (f) Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
 - (g) General anaesthesia required in relation to dental surgery.
 - (h) Necessary treatment for relief of dental pain.
 - (i) The cost of medication and its administration when provided by injection in the dentist's office.
 - (j) Space maintainers for missing primary teeth, and habit-breaking appliances.
 - (k) Consultations required by the attending dentist.
 - (l) Surgical removal of tumors, cysts, neoplasms.
 - (m) Incision and drainage of an abscess.
 - (n) Periodontal treatment - the treatment of gums and bone surrounding the teeth.
 - (o) Endodontic treatment - diagnosis and treatment of diseases of the nerve, including root canal therapy.
- B. Major Expenses: Treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:
- (a) Provision of crowns and inlays.

- (b) Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures) if such appliance was required because at least one additional natural tooth was necessarily extracted after the date the insured became covered under this Benefit Provision in respect of the person requiring the initial appliance.
- (c) Replacement of an existing prosthodontic appliance if
 - (i) the replacement appliance replaces an existing appliance which is at least five years old and cannot be made serviceable;
 - (ii) the replacement appliance replaces an existing appliance which was temporarily installed after the date the employee first became insured under the Benefit Provision (Article 2) in respect of the person requiring the replacement appliance; in this event such replacement appliance shall be considered a permanent (as opposed to temporary) installation;
 - (iii) the replacement appliance is required as the result of the installation of an initial opposing denture after the date the employee became insured under the Benefit Provision in respect of the person requiring the replacement appliance;
 - (iv) the replacement appliance is required as the result of Accidental Dental Injury which occurs after the date the employee first became insured under the Benefit Provision in respect of the person requiring the replacement appliance;

- (v) the replacement appliance is required because at least one additional natural tooth was necessarily extracted after the date the employee first became covered under the Benefit Provision in respect of the person requiring the replacement appliance and the existing appliance could not have been made serviceable.

If the existing appliance could have been made serviceable, only the expense for that portion of replacement appliance which replaces the teeth extracted after the date the employee first became covered in respect of the person requiring the replacement appliance shall be covered.

- (d) Relines, rebases and repairs to existing dentures.
- (e) Procedures involving the use of gold if such treatment could not have been rendered at lower cost by means of a reasonable substitute consistent with generally accepted dental practice.

If such treatment could have been rendered at lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

- C. Orthodontic Expenses: Treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:

For the realignment of teeth and/or jaws using braces and/or other dental procedures to straighten the teeth and keep them in the correct positions of dependent children up to, but not including age 22.

- (6) "*Covered Expense Limitations*" means the following incurred expenses which shall in no event be Covered Expenses:

- (a) Services and supplies or portion thereof which are covered by a government health plan or any other government plan.
- (b) Services and supplies for which a government or government agency prohibits the payment of benefits.
- (c) Services and supplies provided by a dental or medical department maintained by the Corporation, a mutual benefit association, labour union or similar type of group.
- (d) Services and supplies required as the result of any intentionally self-inflicted injury, or as the direct result of war (declared or undeclared) or of engaging in a riot or insurrection.
- (e) Services and supplies rendered for dietary planning for the control of dental caries, for plaque control, for oral hygiene instructions, or for congenital or developmental malformation.
- (f) Services and supplies rendered principally for cosmetic purposes including, but not limited to, facings on crowns or pontics posterior to the second bicuspid.
- (g) Services and supplies rendered for a full mouth reconstruction for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
- (h) Dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature.
- (i) Dentures which have been lost, mislaid or stolen.
- (j) Broken appointments or the completion of claim forms required by the Service Organization.

- (k) Dental treatment that is not Treatment Necessarily Rendered. It is provided, however, that this Dental Plan shall consider as Covered Expenses (subject to the definition of Reasonable and Customary Charges) that portion of the expense that would have been incurred for an alternate form of treatment that would qualify as Treatment Necessarily Rendered.
- (l) Services and supplies referred to in General Limitation B, Article 3 of this Appendix "A".
- (7) "*Dental Assistant*" means a person duly qualified to perform the service rendered and shall include a dental hygienist and any other similarly qualified person.
- (8) "*Dental Mechanic*" means a person
 - (a) who is duly qualified to perform the service rendered and shall include a dental therapist, denturist, denturologist and any other similarly qualified person, and
 - (b) who practices in a province or state in which he is legally permitted to deal directly with the public.
- (9) "*Dentist*" and "*Oral Surgeon*" means any person duly qualified and legally licensed to practice dentistry in Canada or the United States, provided that such person renders a service within the scope of his license.
- (10) "*Physician*" means only a duly qualified physician who is legally licensed to practice medicine in Canada or the United States.
- (11) "*Surgeon*" means only a duly qualified physician who is legally licensed to practice surgical medicine in Canada or the United States.
- (12) "*Maximum Amount*" means the maximum amount payable under the Benefit Provision for any Eligible Employee or Dependent in any one calendar year and shall be the Annual Dental Maximum Amount stated in the Table of Benefits for the Eligible Employee's Coverage Class. The first calendar year of the Dental Plan is the period from 17 May 1986 to 31 December 1986.

- (13) *"Participating Province"* means, for the purposes of General Limitation C of Article 3 of this Appendix "A", the term *"Participating Province"* as defined in the Medical Care Act of Canada.
- (14) *"Reasonable and Customary Charges"* means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices as provided for in the Table of Benefits.
- (15) *"Treatment Necessarily Rendered"* means treatment necessarily rendered:
- (a) for the prevention of dental disease or dental defect, but limited to those services and supplies, if any, listed in the definition of Covered Expenses, and
 - (b) for the correction of dental disease, dental defect or Accidental Dental Injury
- provided that such treatment is consistent with generally accepted practice.
- (16) *"Treatment Period"* means the period during which a planned course of recommended Treatment is to be rendered as estimated in the Treatment Plan for the complete correction of any dental disease, dental defect or Accidental Dental Injury.
- (17) *"Treatment Plan"* means a written report prepared by the attending practitioner as the result of his examination of the patient, and providing the following:
- (a) the recommended treatment for the complete correction of any dental disease, defect or Accidental Dental Injury, and
 - (b) the period during which such recommended treatment is to be rendered, and
 - (c) the estimated cost of the recommended treatment and necessary appliances.

**ARTICLE 2 - BENEFIT PROVISION: DENTAL CARE
EXPENSE BENEFITS FOR ELIGIBLE EMPLOYEES AND
DEPENDENTS**

Benefit Payment Clause

Subject to the other sections of this Benefit Provision, if an Eligible Employee incurs Covered Expenses

- (a) as a result of Treatment Necessarily Rendered, or,
- (b) while covered under this Benefit Provision, in respect of a Dependent for whom such Covered Expenses are incurred,

then, for all such Covered Expenses incurred in respect of such Eligible Employee or Dependent in any one calendar year, the Co-Insurance Percentage (as stated in the Table of Benefits) of those such Covered Expenses shall be paid up to but not exceeding the Maximum Amount(s) stated in the Table of Benefits.

Treatment Plan Provision

An Eligible Employee should, prior to the commencement of a course of dental treatment for which the estimated cost is \$300 or more, submit to the Service Organization a Treatment Plan but solely as a basis for the determination of benefits and not as a prerequisite for the payment of benefits. The Service Organization will thereafter advise the Eligible Employee of the amounts payable under this Benefit Provision for the treatment envisaged by the Treatment Plan on the basis of the Treatment Plan estimate.

Deductible Provisions

Calendar Year Deductible - it is hereby provided that:

- (1) the Individual Deductible Amount shall be applied only once to a course of treatment for which a Treatment Plan was submitted in accordance with the Treatment Plan Provision if the treatment was actually rendered in the Treatment Period estimated in the Treatment Plan and the treatment continued beyond the calendar year in which the course of treatment commenced:

- (2) not more than the Family Deductible Amount (as stated in the Table of Benefits) shall be applied against the Covered Expenses of an Eligible Employee and all his Dependents in any one calendar year:
- (3) for the purpose of this provision, the first calendar year is the period from 17 May 1986 to 31 December 1986.

Miscellaneous Provisions

- (1) A Covered Expense is deemed to have been incurred on the date the service was rendered or the supply was purchased.
- (2) Covered Expenses shall be subject to the Co-ordination of Benefits Provision as defined in this Dental Plan.

ARTICLE 3 - GENERAL LIMITATIONS

- A. No benefits shall be paid for or on account of:
 - (i) an Accidental Dental Injury arising out of or in the course of any employment for remuneration or profit other than with the Corporation, or
 - (ii) an Accidental Dental Injury of a Dependent arising out of or in the course of any employment for remuneration or profit, or
 - (iii) a sickness for which the person whose claim is presented is entitled to indemnity in accordance with the provisions of any Workers' Compensation or similar law.
- B. No benefits shall be paid for:
 - (i) services received in a hospital owned or operated by the Government of Canada or the Government of the United States, unless the Eligible Employee or Dependent is required to pay for such services, or
 - (ii) services provided by a provincial government hospitalization or health plan in which the Eligible Employee or Dependent is eligible to participate, or

- (iii) services rendered to the Eligible Employee or to the Dependent to which such person is entitled without charge pursuant to any law, or for which there is not cost to the Eligible Employee or Dependent except for the existence of insurance against such cost.
- C. No benefits shall be paid under the provisions of this Dental Plan in respect of expenses incurred for Covered Expenses for which benefits are provided under the Medical Care Insurance Plan of the Participating Province in which the insured person is or was a resident.

ARTICLE 4 - CURRENCY

All monies payable under this Dental Plan shall be payable in lawful money of Canada.

**ARTICLE 5 - PROVISION FOR CO-ORDINATION
BETWEEN THIS DENTAL PLAN AND OTHER
BENEFITS**

A. Benefits Subject to this Provision

All of the benefits provided under this Dental Plan are subject to this Provision.

B. Definitions

- (1) "*Plan*" means any arrangement providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by
 - (a) any group or group-type
 - (i) insurance policy
 - (ii) prepayment subscriber contract, or
 - (iii) automobile insurance plan;
 - (b) any labour-management trusteed plan, union welfare plan, corporate plan, or employee benefit organization plan;

- (c) any governmental plan which provides benefits or services, and any coverage required or provided by any statute;
- (d) any individual automobile insurance plan.

The term "*group-type*" means any policy, contract or plan which

- (i) is not available to the general public, and
- (ii) can be obtained and maintained only because of the covered person's membership in or connection with a particular organization or group.

regardless of whether individual policy forms are utilized, and whether such plan is designated as "*franchise*", "*blanket*" or in some other fashion.

The term "*Arrangement*" shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to (i) that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and (ii) that portion which does not.

- (2) "*This Arrangement*" means that portion of this Dental Plan which provides the benefits that are subject to this Provision.
- (3) "*Allowance Expense(s)*" means any reasonable and Customary Charges at least a portion of which are covered under at least one of the Arrangement covering the person for whom claim is made.

Benefits under a governmental plan shall be taken into consideration without expanding the definition of "*Allowable Expense*" beyond the hospital, medical and surgical benefits as may be provided by such governmental plan.

When an Arrangement provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an Allowable Expense and a benefit paid.

- (4) "*Claim Determination Period*" means a calendar year but the first such Claim Determination Period shall be the period from 17 May 1986 to 31 December 1986.

C. Effect on Benefits

- (1) This Provision shall apply in determining the benefits payable to an Eligible Employee covered under this Arrangement for any Claim Determination Period if, for the Allowable Expenses incurred by such Eligible Employee and his Dependents during such Treatment period, the sum of
- (a) the benefits that would be payable under this Arrangement in the absence of this Provision, and
 - (b) the benefits that would be payable under all other Arrangements in the absence therein of provisions of similar purpose to this Provision,
- would exceed such Allowable Expenses.
- (2) As to any Claim Determination Period with respect to which this Provision is applicable, the benefits that would be payable under this Arrangement in the absence of this Provision for the Allowable Expenses incurred by such Eligible Employee and his Dependents during such Claim Determination Period shall be reduced to the extent necessary so that the sum of (a) such reduced benefits and (b) all the benefits payable for such Allowable Expenses under all other Arrangements, except as provided in item (3) of this Section C, shall not exceed the total of such Allowable Expenses. Benefits payable under another Arrangement include the benefits that would have been payable had claim been duly made therefor.

- (3) If
- (a) another Arrangement which is involved in item (2) of this Section C and which contains a provision coordinating its benefits with those of this Arrangement would, according to its rules, determine its benefits after the benefits of this Agreement have been determined, and
 - (b) the rules set forth in item (4) of this Section C would require this Arrangement to determine its benefits before such other Arrangement.

then the benefits of such other Arrangement will be ignored for the purposes of determining the benefits under this Arrangement.

- (4) For the purposes of item (3) of this Section C, the rules establishing the order of benefit determination are:
- (a) the benefits of an Arrangement which covers the person on whose expenses claim is based other than as a Dependent shall be determined before the benefits of an Arrangement which covers such person as a Dependent;
 - (b) the benefits of an Arrangement which covers the person on whose expenses claim is based as a dependent of the spouse having the earlier day and month of birth in the calendar year (year of birth is not relevant) will be the primary carrier for dependents. If both spouses are born on the same day of the same month, benefits will be prorated between the plans in proportion to the amounts that would have been paid under each plan had there been coverage under just that plan.

- (c) When rules (a) and (b) do not establish an order of benefit determination, the benefits of an Arrangement which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of an Arrangement which has covered such person the shorter period of time.

In determining the length of time an individual has been covered under a given Arrangement, two successive Arrangements of a given group shall be deemed to be one continuous Arrangement so long as the claimant concerned was eligible for coverage within twenty-four hours after the prior Arrangement terminated. Thus, neither a change in the amount or scope of benefits provided by an Arrangement, a change in the carrier insuring the Arrangement nor a change from one type of Arrangement to another (e.g. single employer to multiple employer Arrangement, or vice versa) would constitute the start of a new Arrangement.

If a claimant's effective date of coverage under a given Arrangement is subsequent to the date the carrier first contracted to provide the Arrangement for the group concerned, then, in the absence of specific information to the contrary, the claimant's length of time covered under the Arrangement shall be measured from the claimant's effective date of coverage.

If a claimant's effective date of coverage under a given Arrangement is the same as the date the carrier first contracted to provide the Arrangement for the group concerned, then the carrier shall request the group concerned to furnish the date the claimant first became covered under the earliest of any prior Arrangements the group may have had. If such date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time his coverage under that Arrangement has been in force.

- (5) When this provision operates to reduce the total amount of benefits otherwise payable to an Eligible Employee or Dependent covered under This Arrangement during any Claim Determination Period, each benefit that would be payable in the absence of this Provision shall be reduced proportionately, and such reduced amount shall be charged against any applicable benefit limit of This Arrangement.

D. Right to Receive and Release Necessary Information

For the purpose of determining the applicability of an implementing the terms of this Provision, This Arrangement, or any provision of similar purpose of any other Arrangement, the Service Organization may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information with respect to any person which the Service Organization deems to be necessary for such purposes. Any Eligible Employee claiming benefits under this Arrangement shall furnish to the Service Organization such information as may be necessary to implement this Provision.

E. Claim Payment Time Limit

If the investigation of possible other coverage for Coordination of Benefits purposes delays payment beyond sixty days, payment of the claim shall be made pursuant to this Dental Plan. If such payment is made as the primary plan because there is insufficient information to make payment as the secondary plan the Service Organization shall have the right to recover such excess benefits in accordance with the Right of Recovery Provision.

F. Facility of Payment

Whenever payments which should have been made under This Arrangement in accordance with this provision have been made under any other Plans, the Service Organization shall have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determined to be warranted in order to satisfy the intent of this Provision, and amounts so paid shall be deemed to be benefits paid under this Arrangement and, to the extent of such payments, the Corporation shall be fully discharged from liability under this Arrangement.

G. Right of Recovery

Whenever payments have been made by the Service Organization with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Provision, the Service Organization shall have the right to recover such payments to the extent of such excess from among one or more of the following as the Service Organization shall determine: any persons to or for or with respect to whom such payments were made, any insurance companies and any other organizations.

ARTICLE 6 - GENERAL PROVISIONS

Notice of Claim

Written notice of claim must be given to the Service Organization within ninety days after any expense covered by the Dental Plan has been incurred.

Physical Examinations

The Service Organization, at its own expense, shall have the right and opportunity to have the Eligible Employee or Dependent examined when and as often as it may reasonably require during the pendency of a benefit payment hereunder.

ARTICLE 7 - TABLE OF BENEFITS

This Table of Benefits by itself has no full meaning and must only be interpreted in conjunction with other provisions of this Dental Plan.

Table of Benefits

Effective Date:	17 May 1986
<u>Dentalcare Benefit</u>	<u>Eligible Employees and Dependents in Coverage Class</u>
Covered Expenses	See Benefit Provision
Dental Schedule	
- applicable to treatment rendered in Canada	The dental fee guide in effect on the date and the province in which the treatment is rendered up to and including December 31st 1985.
- applicable to treatment rendered outside of Canada	The dental fee guide in effect in the province in which the Eligible Employee resides on the date the treatment is rendered up to and including December 31, 1985.
Calendar Year Deductible	
- (applicable to all Dentalcare Covered Expenses)	

	<u>Individual Deductible Amount</u>
Basic, Major and Orthodontic	\$25.00
	<u>Family Deductible Amount</u>
Basic, Major and Orthodontic	\$50.00
	<u>Co-Insurance Percentage</u>
In respect of Basic Treatment Expenses	80%
In respect of Major Treatment Expenses	70%
In respect of Orthodontic Treatment Expenses	50%
	<u>Annual Dental Maximum Amount Per Person</u>
Basic	\$1,000.00
Major	\$1,000.00
	<u>Lifetime Dental Maximum Amount Amount Per Child</u>
Orthodontic	\$1,000.00
	<u>Adjusted Dental Maximum Amount</u>
Amount	\$500.00

APPENDIX "G"

RE: MGT/XMT LIFE INSURANCE PLAN

This is to confirm that the employees included in the bargaining unit pursuant to the Canada Labour Relations Board decision rendered on November 19, 1993 that were formerly management or exempt employees will continue to be covered by the current life insurance plan for management employees as it may be amended from time to time, to the same extent and under the same conditions that applied at the time of signing of the collective agreement.

**** APPENDIX "H"**

LETTER OF UNDERSTANDING

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA /
UNION OF POSTAL COMMUNICATIONS EMPLOYEES**

Ms. Theresa Johnson
Chief Negotiator
UPCE/PSAC
233 Gilmour Street
Ottawa ON K2P 0P1

RE: CHILD CARE FUND

By copy of this letter to the Canadian Union of Postal Workers, this is to advise that the Corporation agrees to the following conditions to facilitate one Child Care Committee mandated to provide the same child care facilities or subsidies for CPC employees represented by UPCE/PSAC and CUPW:

- 1) ** The Corporation shall pay into the trust fund an additional amount of one tenth (1/10) of the monies payable to the trust fund pursuant to the Corporation's agreement with CUPW on the Child Care Fund. Payment will start upon written confirmation that the CUPW have agreed to the inclusion of UPCE/PSAC in the Child Care Fund. Effective the signing of the collective agreement and when CPC is in receipt of the written confirmation, these monies shall be paid to the Fund within fifteen (15) days after each quarter-end.

- 2) ** For further clarity, the Corporation agrees that the amount of monies paid into the Fund on behalf of PSAC shall be 10% of the formula identified in paragraphs 5, 6 and 7 of the Appendix on the Child Care Fund of the CPC and CUPW collective agreement.
- 3) ** The Corporation agrees to pay into the Child Care Fund Two Hundred Thousand (\$200,000.00) Dollars as a one-time start-up amount fifteen (15) days after the conditions stated in paragraph 1 above have been satisfied by the PSAC/UPCE.
- 4) ** The Corporation further agrees to increase the maximum of the Fund balance as set out in paragraph 8 of the Appendix on the Child Care Fund of the CPC/CUPW collective agreement by ten (10%) percent.

Yours truly,

Mark MacDonell
Senior Advisor,
Labour Relations

*** APPENDIX 'I'**

MEMORANDUM OF AGREEMENT

BETWEEN

THE CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA/UNION
OF POSTAL COMMUNICATIONS EMPLOYEES**

RE: UNION EDUCATION FUND

The Public Service Alliance of Canada/Union of Postal Communications Employees, hereinafter referred to as PSAC/UPCE, and Canada Post Corporation, hereinafter referred to as the Corporation, hereby agree to the following:

The parties agree that the Union Education Fund will continue, in accordance with the following:

1. * Canada Post Corporation agrees to pay, in the manner described in paragraph 3 below, into the PSAC/UPCE Union Education Fund (The Fund) an amount equal to three cents (\$.03) on all hours worked by all employees during the quarter described in paragraph 3 below.
2. The Fund will be used exclusively for the purpose of the education in all aspects of trade unionism of employees of the Corporation who are members of PSAC/UPCE.
3. * Such monies will be paid on a quarterly basis into a trust fund established and administered by PSAC/UPCE for the sole purpose of union education described above. Payment for the quarters commencing September 27, December 26, 1998 and March 27, 1999 shall be made sixty (60) days after the date of signing of the collective agreement.

Payment for the quarters commencing June 26, September 25, December 25, 1999, March 25, June 24, September 30, December 30, 2000, March 31, and June 30, 2001 shall be made sixty (60) days after the completion of each of the above-noted quarters.

4. PSAC/UPCE shall maintain financial records of monies received by and monies disbursed from the Fund. PSAC/UPCE shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and PSAC/UPCE shall ensure that all disbursements from the fund conform to the purpose described in paragraph 2 above, failing which all obligations under this Agreement shall terminate.
5. Within sixty (60) days of the end of the Fund accounting year, PSAC/UPCE shall provide the Corporation with a financial statement certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund and used exclusively for PSAC/UPCE union education.
6. * The final payment shall be made for the quarter commencing June 30, 2001, unless agreed otherwise by the parties.

SIGNED in OTTAWA, PROVINCE OF ONTARIO, this 10th day of September 1999.

Canada Post Corporation

Public Service Alliance of
Canada

**** APPENDIX "J"**

MEMORANDUM OF AGREEMENT

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA/UNION
OF POSTAL COMMUNICATIONS EMPLOYEES**

RE: CONSULTATIVE COMMITTEE ON BENEFITS

1. ** Within sixty (60) days of the signing of the collective agreement, the parties shall establish a committee designated as the "Consultative Committee on Benefits", composed of four (4) representatives selected by the unions and four (4) representatives selected by the Corporation. The Union of Postal Communications Employees (UPCE) and the Canadian Postmasters and Assistants Association (CPAA) shall select one (1) person each to sit on the Committee. The Canadian Union of Postal Workers (CUPW) shall select two (2) representatives to sit on the Committee. Should either the UPCE or CPAA choose not to designate a representative, CUPW will designate an additional representative.
2. ** Either party may replace one of its representatives on the Committee at any time.
3. ** The mandate of the Committee will be to consult and make non-binding recommendations to the Corporation on the following matters pertaining to the Insurance Plans mentioned in clauses 37.01, 37.03, 37.04 and 37.05 of the collective agreement between the Corporation and UPCE (the "Plans").
 - a) appropriate means of ensuring that all employees are aware of the benefits to which they are entitled under the

Plans and of the procedures to be followed in the applicable claims or appeal process;

b) improvements and changes which could be made to the Plans;

c) any question or complaint submitted by an employee or the parties, other than those that may be dealt with in the claims or appeal process.

4. ** To assist the Committee in fulfilling its mandate, it will be provided with the financial information for the fiscal year 97/98 and following, on the administration and claims experience of the Plans.
5. ** The Committee shall determine its own procedures.
6. ** Each party shall pay the salary or fees of its representatives on the Committee.
7. ** The Committee will meet quarterly or more often as agreed to by the Committee.

For Union of Postal Communications Employees

For Canada Post Corporation

Date: September 10th, 1999

**** APPENDIX "K"**

MEMORANDUM OF AGREEMENT

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA/UNION
OF
POSTAL COMMUNICATIONS EMPLOYEES**

Mr. Jim Murray
National President
Union of Postal Communications Employees
233 Gilmour Street
Suite 701
OTTAWA ON K2P 0P2

RE: CORPORATE TEAM INCENTIVE

The parties agree that UPCE members who are indeterminate employees are eligible for the Corporate Team Incentive plan as presented to the PSAC Bargaining Team on December 11, 1998.

Corporate financial, service and customer satisfaction targets are set annually by the Corporation in alignment with Corporate Priorities and Objectives. For the fiscal years 1999/00, 2000/01 and 2001/02 there will be an incentive potential of three percent (3%): one point two percent (1.2%) for meeting Corporate financial targets; point nine percent (0.9%) for meeting service performance targets and point nine percent (0.9%) for meeting customer satisfaction targets. Also there is a potential for earning more than the three percent (3.0%) if the Corporation exceeds the targets set and less than the three percent (3.0%) if the Corporation does not meet the targets set.

An employee is eligible for Corporate Team Incentive payments if she receives an "exceed requirements", a "requirements fully met", or a "needs improvement" rating on her performance appraisal for the applicable fiscal year. Payments are percentages of substantive salary as at fiscal year end and are subject to superannuation.

Part-time indeterminate employees will be eligible for pro-rated incentive payments under the Corporate Team Incentive plan.

Yours truly,

Mark MacDonell
Senior Advisor,
Labour Relations

**** APPENDIX "L"**

LETTER OF UNDERSTANDING

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA/UNION
OF POSTAL COMMUNICATIONS EMPLOYEES**

Ms. Theresa Johnson
Chief Negotiator
UPCE/PSAC
233 Gilmour Street
Ottawa ON K2P 0P1

**RE: NATIONAL COMMITTEE ON NEWLY CREATED
POSITIONS**

This is to advise you that the Corporation, in recognition of the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on July 18, 1993, and as amended on November 19, 1993, agrees to establish a National Committee composed of representatives of both parties to consult on newly created position(s) at Level 1 or below and/or on existing position(s) at Level 1 or below where substantive changes have been made to the job duties as follows:

1. ** The National Committee shall consist of up to a maximum of three (3) management representatives appointed by the Corporation and up to a maximum of three (3) Union representatives appointed by the PSAC/UPCE.
2. ** Thirty (30) days after the signing of the Collective Agreement, the Parties shall notify each other of their respective representatives to the National Committee.

3. ** Thereafter, CPC shall notify PSAC/UPCE of any newly created position(s) and/or any existing position(s) where substantive changes have been made to the job duties for incumbent(s) who may perform duties identical to duties currently performed by employees represented by the PSAC/UPCE bargaining unit. This notification shall be given within thirty (30) days from the effective date of the creation of the position(s) and/or of the making of the substantive changes to the job duties to the existing position(s). The notification shall contain the job description and job profile, if available. CPC shall also advise, at the same time, the reasons supporting its decision not to include the position(s) in the PSAC/UPCE bargaining unit.
4. ** If PSAC/UPCE believes that newly created position(s) and/or existing position(s) where substantive changes have been made to the job duties should be included within the PSAC/UPCE bargaining unit, it shall so notify the CPC National Committee representatives in writing within fifteen (15) days of receipt of notification and request in writing that the National Committee meet and consult on the above noted position(s). The National Committee shall meet within thirty (30) days from receipt of the Union's request.
5. ** Failing resolution by the National Committee, the PSAC/UPCE may file a grievance disputing the exclusion of the above noted position(s) from the PSAC/UPCE bargaining unit pursuant to the provisions of the collective agreement.

Dated at Ottawa, Ontario, this 10th day of September, 1999.

Mark MacDonell
Senior Advisor
Labour Relations

**** APPENDIX "M"**

LETTER OF UNDERSTANDING

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA/UNION
OF POSTAL COMMUNICATIONS EMPLOYEES**

Ms. Theresa Johnson
Chief Negotiator
UPCE/PSAC
233 Gilmour Street
OTTAWA ON K2P 0P1

Dear Ms. Johnson:

This is to confirm the Corporation's undertaking that it will not give notice to bargain to PSAC/UPCE, pursuant to the Canada Labour Code, prior to October 2, 2001.

Yours truly,

Mark MacDonell
Senior Advisor
Labour Relations

**** APPENDIX "N"**

LETTER OF UNDERSTANDING

BETWEEN

CANADA POST CORPORATION

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA/UNION
OF POSTAL COMMUNICATIONS EMPLOYEES**

Mr. James Murray
National President
Union of Postal Communications
Employees
233 Gilmour Street
Suite 701
OTTAWA ON K2P 0P2

RE: Notices on Corporation's LAN System

Mr. Murray

This letter will confirm our understanding, reached during the 1998/1999 round of negotiations, to jointly assess through a local trial in the National Capital Region, the merits of posting certain UPCE notices on the Corporation's LAN system.

Once per month, the Corporation shall provide an opportunity for posting of notices of UPCE Ottawa Local 70180 meetings and elections of officers, on the Corporation's LAN system.

The parties will periodically consult nationally to assess whether or not the Corporation's LAN system is an appropriate mechanism for the dissemination of UPCE notices. In the event that either party is dissatisfied with the trial, then it may be terminated immediately upon written notice.

Mark MacDonell
Senior Advisor
Labour Relations

SIGNED AT OTTAWA, this 10th day of September, 1999.

Canada Post
Corporation

Public Service
Alliance of Canada/
Union of Postal
Communications Employees

M. MacDonell

J. Baglow

B. Zdansky

T. Johnson

C. Marcil

J. Murray

P. Richard

K. Peach

G. Ledoux

D. Thales

E. Maloney

B. Cantin

D. Seaboyer

B. Goodman