

Collective Agreement

Between

Purolator Courier Ltd

and

The Public Service Alliance of Canada

Expires December 31, 2012

TABLE OF CONTENTS

Article 1	- Purpose	1
Article 2	- Recognition	2
Article 3	- Management Rights	3
Article 4	- Strike/Lock-Out	3
Article 5	- Union Security	4
Article 6	- Grievance Procedure	6
Article 7	- Arbitration	11
Article 8	- Probationary Period	14
Article 9	- Seniority	15
Article 10	- Staffing	18
Article 11	- Lay-offs and Recalls	21
Article 12	- Hours of Work	22
Article 13	- General	24
Article 14	- Union Representation	28
Article 15	- Health and Safety	32
Article 16	- Overtime	33
Article 17	- Vacation	35
Article 18	- General Holidays	43
Article 19	- Special Leaves	46
Article 20	- Benefits Program	52
Article 21	- Personal Days	55
Article 22	- Joint Consultation	58
Article 23	- Duration and Renewal	59
Appendix A	- Wages	61
Appendix B	- Classifications & Wage Levels	62
Appendix C	- Letters of Understanding	63

TABLE OF CONTENTS

<u>Subject</u>	<u>Article No./Appendix No.</u>
Arbitration	7
Benefits Program	20
Classifications and Wage Levels	App. B
Duration and Renewal	23
General	13
General Holidays	18
Grievance Procedure	6
Health and Safety	15
Hours of Work	12
Joint Consultation	22
Lay-offs and Recalls	11
Letters of Understanding	App. C
Management Rights	3
Overtime	16
Personal Days	21
Probationary Period	8
Purpose	1
Recognition	2
Seniority	9
Special Leaves	19
Staffing	10
Strike/Lock Out	4
Union Representation	14
Union Security	5
Vacation	17
Wages	App A

Article 1: Purpose

1.01 **Purpose of the Agreement**

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

1.02 **Titles**

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

1.03 **Definitions**

For the purpose of this Agreement:

- a) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for more than one year and who has been identified in writing to the Company as the employee's spouse regardless of gender.
- b) "UPCE" means the Union of Postal Communications Employees of the Public Service Alliance of Canada.
- c) "Local Union" means a fully constituted local by the Union of Postal Communications Employees representing members of the bargaining unit.

- d) "Continuous Service" means uninterrupted employment with Purolator Courier Ltd.
- e) "Regular employees" are full-time or part-time employees with permanent regularly scheduled weekly hours.
- f) "Temporary employees" are employees hired for a specified term of employment with temporary regularly scheduled hours who will not be used to circumvent the hiring of regular employees.
- g) "Casual employees" are employees who work on an irregular or sporadic basis.
- h) The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.

Article 2: Recognition

2.01 Certification and Recognition

The Company recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board in file No. 530-2370 on the 8th day of June, 1995.

2.02 Exclusive Agreement

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

Article 3: Management Rights

3.01 **Acknowledged Right**

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

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

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

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

Article 4: Strike/Lock-Out

4.01 **No Strike/Lock-Out**

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

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

4.02 Picket Lines

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

Article 5: Union Security

5.01 Maintenance of Membership

Employees who are members of the Union at the time this Agreement is signed, as well as those who subsequently become members, must maintain their membership in the Union in good standing as a condition of continued employment. At the time of initial hire, all new employees will become members of the Union. The Company will ensure that new employees sign Union cards and will forward the cards to the local Union as soon as possible.

5.02 Dues Deductions

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

- 5.03 Monthly Dues
The Union shall inform the Company in writing of the authorized monthly deduction for each employee.
- 5.04 New Employee
Monthly dues deductions for an employee will start with the first calendar month of employment to the extent that earnings are available.
- 5.05 Remittance
The amounts deducted in accordance with clause 5.02 shall be remitted to the Comptroller of the Union by cheque in the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.06 Arrears
Whenever there is a new hire or a change in an employee's status, the Company agrees to notify the Local Union as soon as possible. The Union will notify the Company in writing of any arrears in dues. The Company will commence deductions in amounts prescribed by the Union in such written notice and forward such monies to the Union along with the monthly dues as prescribed for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.
- 5.07 Bargaining Unit Work
A person who is not part of the bargaining unit will not normally perform bargaining unit work. However, it is expressly understood that persons who are not part of the bargaining unit may perform bargaining unit work in the following cases:

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

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

5.08 Tax Forms

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

Article 6: Grievance Procedure

6.01 General

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

6.02 Definitions

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

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

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

writing of the names of the designates appointed by the Human Resources Manager.

6.03 Time Limit to File a Grievance

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

6.04 Verbal Step

- a) When an employee has a problem that may give rise to a grievance, she should first discuss it with her immediate manager in an attempt to resolve the issue. The employee may be accompanied by a Union steward for this discussion.
- b) Where the employee chooses to continue the process because the problem has not been resolved by the discussion in paragraph (a) or the employee has opted not to follow paragraph (a), she shall bring the matter to the attention of a Union steward. The steward shall schedule a meeting with the manager to discuss and attempt to resolve the issue. This meeting shall be held within five (5) working days following notice by the Union steward.
- c) The manager will give her answer within five (5) working days following the discussion in 6.04(b).
- d) The period between the steward's initial contact with the manager and the manager's final answer shall not count as elapsed time for the purpose of the grievance time limit noted in 6.03.

6.05 Written Step

Following the Verbal Step and where the grievance has not been satisfactorily resolved, the Union may submit a written grievance to the Company within the time limit

noted in 6.03. The grievance form must be signed by the employee. When a grievance is submitted, the Company's representative shall immediately sign and date all copies of the grievance.

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

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

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

6.06 Suspension or Dismissal

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

6.07 Union Grievance

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

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

6.08 Company Grievance

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

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

6.09 Written Statement

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

6.10 Mutual Agreement in Writing

All decisions taken by mutual agreement in writing between the designated representatives of the Company and the Union, at any time during the grievance and arbitration

procedures, shall be final and binding upon the Company, the Union and the employees.

6.11 Time Limits

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

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

6.12 No Threats or Intimidation

No person who is employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an employee to refrain from processing a grievance in accordance with provisions of this Article.

6.13 No Loss of Regular Wages

An employee will not lose any regular wages for attending a verbal or written grievance meeting with the Company. If a grievance involves more than one employee or if several grievances of the same or similar nature are being dealt with, only one employee may attend the verbal or written grievance meeting unless there is mutual agreement between the parties to allow more employees to attend.

6.14 Monetary Compensation

Any grievance resolution which results in a financial settlement shall be paid no later than twenty (20) working days after the date of resolution. Such payment will be indicated on the paystub, where possible.

Article 7: Arbitration

7.01 Notice of Arbitration

Where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party within the time limit provided for in Article 6.

Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 6 of the present agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

7.02 Appointment of an Arbitrator

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

7.03 Final and Binding Decision

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

7.04 Fees and Expenses

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

7.05 Authority of the Arbitrator

The arbitrator may, in the case of discharge or of disciplinary measures imposed on employees having acquired seniority rights, confirm, modify or annul the decision of the Company, or, as the case may be, substitute any other sanction which appears to her to be just and reasonable under the circumstances.

7.06 Decision

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

7.07 Expedited Arbitrations

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

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from

the date of referral. If the commencement of the hearing is delayed beyond the ninety (90) day period specified herein, the grievance shall be deemed to have been abandoned unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.

- b) The parties agree not to use outside counsel to argue a case at expedited arbitration.
- c) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing. When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible, but at all times within ten (10) days of the date of the hearing.
- d) The decision of the arbitrator shall not constitute a precedent and shall not be referred to in any subsequent arbitrations (expedited or not). Further, such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement.
- e) Such decisions from the expedited format shall be final and binding upon the parties.
- f) The arbitrator(s) shall be chosen by mutual agreement between the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.
- g) The provisions of clauses 7.01 and 7.05 apply to the expedited arbitration procedure.

7.08 Scheduling Formal and Expedited Arbitrations

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

Article 8: Probationary Period

8.01 Probationary Period

All new regular full-time employees and all new regular part-time employees scheduled to work five (5) days a week shall be considered as probationary employees for a period of sixty (60) days worked. All other new regular part-time employees shall be considered as probationary employees for a period of four (4) months.

8.02 Discharge During Probationary Period

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

8.03 End of Probation

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

Article 9: Seniority

9.01 Definition

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

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

9.02 Loss of Employment and Seniority

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

- a) If she resigns;
- b) If she is discharged and not reinstated subsequent to a grievance or an arbitration award;
- c) If she has been laid-off and not recalled for a period of twelve (12) consecutive months (fifteen (15) consecutive months for an employee who has five (5) or more years of seniority at time of layoff);
- d) If she is absent from work for more than three (3) consecutive working days without the authorization of her immediate supervisor;
- e) If she does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if she does not return to work within the delays therein provided, without a valid reason.
- f) If she is absent from work by reason of illness or accident, other than a work related accident, and her short or long-term disability benefits run out she will maintain her seniority for the sole purpose of recall to the length of their seniority up to a maximum of five (5) years from the first day of absence.

- g) If she is absent from work by reason of a work-related accident for which the WCB pays benefits, for a consecutive period of twenty-four (24) months, or for longer period if specified by law, she will maintain her seniority for the sole purpose of recall to the length of their seniority up to a maximum of five (5) years from the date of accident.

9.03 Seniority Lists

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

These lists shall indicate the following:

- (i) Name of employee;
 - (ii) Date of appointment;
 - (iii) Work site;
 - (iv) Job title;
 - (v) Classification and level;
 - (vi) Seniority date;
 - (vii) Full-time or part-time.
- b) The Retail Store sites in each greater metropolitan area will be deemed to be a single site for seniority purposes, i.e. all Retail Stores in the Greater Vancouver area, are considered to be a single site for seniority purposes.

9.04 Promotion to a Position Outside the Bargaining Unit

An employee promoted to a position outside the bargaining unit accumulates her seniority during a period of ninety (90) calendar days from the effective date of her promotion.

During this period, the employee may return to her position within the bargaining unit. At the end of this period of ninety (90) calendar days, the employee loses her seniority and all rights and advantages provided for in the present agreement.

9.05 Posting of Seniority Lists

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

Article 10: Staffing

10.01 Provisions

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

- the minimum qualifications required for the position;
- the person to whom the application must be submitted.

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

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

- b) Employees wishing to apply for a posted position must do so within the three (3) working day posting period using the form provided by the Company. Only employees in the posting area concerned may apply to a posted vacancy. However, should there be no successful candidate from within the posting area, then transfer requests from other posting areas will be considered prior to hiring from outside the bargaining unit.
- c) No employee shall be awarded more than four (4) permanent posted vacancies in any one (1) calendar year.
- d) Any employee absent by reason of sickness, accident, vacation, maternity leave, parental leave, adoption leave, or care and nurturing leave for a period of thirty (30) calendar days or less, shall have the opportunity to bid on any vacancy which has been posted during her absence. The employee must submit her bid to the Company within three (3) working days of her return to work. The displaced employee will return to her original position.
- e) Any employee absent by reason of sickness, accident, vacation, maternity leave, parental leave, adoption leave, or care and nurturing leave for a period of more than thirty

(30) calendar days, shall have the opportunity to bid on any vacancy which has been posted during the thirty (30) calendar days preceding her return to work. The employee must submit her bid to the Company within three (3) working days of her return to work. The displaced employee will return to her original position.

10.02 Request for Transfer

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

An employee shall have her name struck from the list of requests for transfer in the event she refuses to accept a vacant position in the same classification and with the same schedule of work as that indicated in her request for transfer.

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

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

10.03 Temporary Vacancies

- a) Temporary vacancies shall be defined as:
 - i) vacancies of less than 3 months, or;
 - ii) special leaves granted pursuant to Article 19, or;
 - iii) an absence caused by illness or injury
- b) In cases where the Company requires a temporarily vacant position to be filled by an incumbent for more than two weeks and less than three months the Company will utilize a qualified relief employee within the job site, if available. Refer to Letter of Understanding for description of relief.
- c) The initial temporary vacancy of 3 months or more will be posted. The subsequent vacancy will also be

posted. Any further vacancies created will be filled as per Article 10.03 (b).

- d) For purposes of this article job sites shall be 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6) Burnaby, 7) Richmond, 8) Retail in Lower Mainland. 9) Port Kells.

10.04 Acting Assignment

- a) Employees will perform work in any classification as required for operational needs.
- b) An employee who fulfills the duties of a job with a higher wage level than her own for three (3) or more consecutive hours will be entitled to receive the next highest pay rate of the higher rated job for the period of time she performs the higher rated job.

10.05 Posting Results

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

10.06 Quarterly Review

A quarterly hours review will take place for the bargaining unit during Joint Consultation pursuant to Article 22. This review is intended to determine if new positions should be created or if existing positions should be increased in hours.

Should a concern arise during the review the Company will utilize and share with the Local supporting documentation in the form of timecards to determine hours worked. The Company will not wait for the quarterly review to create a new position or increase hours on an existing position in cases where it is clear that there is an immediate and ongoing need for the creation of a position or increase of hours in an existing position.

Article 11: Lay-offs and Recalls

11.01 General

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

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

For purposes of this article job sites shall be 1) Victoria, 2) Nanaimo, 3) Prince George, 4) Kelowna, 5) Kamloops, 6)

Burnaby, 7) Richmond, 8) Retail in Lower Mainland, 9) Port Kells.

11.02 Lay-off Notice

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

11.03 Recall List

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

Article 12: Hours of Work

12.01 Work Week

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

12.02 Modifications

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

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

12.03 Lunch Period

Subject to operational requirements:

- a) Employees who are scheduled for a seven and a half (7 ½) hour shift shall be allowed an unpaid lunch period of between thirty (30) and sixty (60) minutes, scheduled as close as possible to the mid-point of the employee's shift;
- b) Part-time employees who are required to work six (6) hours or more per day shall be entitled to an unpaid lunch period of between thirty (30) and sixty (60) minutes at a time authorized by the immediate supervisor.

12.04 Break Periods

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

12.05 Breaks/Lunch Periods on Unscheduled Days

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

Article 13: General

13.01 Overpayment

In the event the Company overpays on the pay cheque of an employee, the amount overpaid will be deducted, following

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

13.02 Precedence

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

13.03 Copies of Collective Agreement

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

13.04 New Classification

In the event of the creation of a new classification, the Company shall send to the Union two (2) copies of its title, basic description, qualifications and wage rate. At the request of the Union, the parties shall meet within the