



British Columbia

File: 2122-56.01

July 4, 2013

**To: All PSAC Members Employed at Purolator Inc.**

**Re: Tentative Agreement**

A tentative agreement was reached June 27<sup>th</sup>, 2013, between the PSAC and Purolator Inc. The tentative agreement is subject to ratification by both parties. Unless otherwise specified, the agreement will become effective on the date it is signed and does not have retroactive effect.

**Duration**

5 years (expires December 31, 2017)

**Wages**

Effective the 1<sup>st</sup> Monday of January, 2013 - 3%  
Effective the 1<sup>st</sup> Monday of January, 2014 – 3%  
Effective the 1<sup>st</sup> Monday of January, 2015 – 3%  
Effective the 1<sup>st</sup> Monday of January, 2016 - 3%  
Effective the 1<sup>st</sup> Monday of January, 2017 – 4%

**Pension**

Effective January 1<sup>st</sup>, 2013, the pension benefit will be at 1.4% of base earning, for earnings below the YMPE.  
Effective January 1<sup>st</sup>, 2014, the pension benefit will be at 1.4% of base earning, for earnings below the YMPE.  
Effective January 1<sup>st</sup>, 2015, the pension benefit will be at 1.5% of base earning, for earnings below the YMPE.  
Effective January 1<sup>st</sup>, 2016, the pension benefit will be at 1.5% of base earning, for earnings below the YMPE.  
Effective January 1<sup>st</sup>, 2017, the pension benefit will be at 1.6% of base earning, for earnings below the YMPE.

**Benefits Program**

Prescription Eye Glasses – Increase to \$225.00 every 24 months, effective January 1, 2013 and increase to \$250.00 every 24 months, effective January 1<sup>st</sup>, 2015.



Dental – Effective date of ratification, add Major restorative services (specifically crowns, bridges and white fillings) and increase annual maximum for all dental services to \$2000/year.

LTD – Effective date of ratification, enhance coverage – first 12 months – own occupation, and next 12 months any occupation.

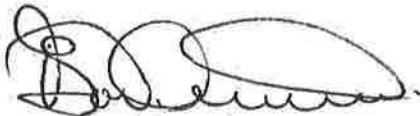
The remainder of the ratification kit provides a complete listing of all the provisions of the collective agreement included in the tentative agreement.

Your Bargaining Team comprising:

- Amanda Dawe – Member
- Joanne Hay – Member
- Karen Hirst – Member
- Francois Paradis – UPCE National President
- Monica Urrutia – PSAC Regional Representative
- Janson LaBond – PSAC Research Officer
- Janelle Ho-Shing – PSAC Negotiator

Unanimously recommends the acceptance of the tentative agreement.

In Solidarity,



Bob Jackson  
Regional Executive Vice-President

cc: National Board of Directors  
Krista Devine, Director, CBB  
Susan Jones, Coordinator, Negotiations  
Mark Pacek, Director ROB  
Micheline Labelle-Jackman, Supervisor, Membership Administration  
Nicolas Galleti, Coordinator, Communications  
Janelle Ho-Shing, Negotiator  
Bargaining Team Members  
Negotiators/Research Officers  
Luc Guevremont, Regional Coordinator, BC  
Monica Urrutia, Regional Representative  
Representation Section  
Databank

# OFFER OF SETTLEMENT

## TO SETTLE ALL OUTSTANDING MONETARY AND NON-MONETARY PROPOSALS

June 27, 2013

*The Company proposes that all sections of the current Collective Agreement and all letters of understanding currently in force remain the same except as indicated by the following revisions, additions and deletions, including Document "A".*

### Article 20. Benefits Program

#### 20.01 Benefits Program

Amend the benefits plan with the following enhancements:

- **Prescription Eye Glasses** – Increase to **\$225.00** every 24 months, effective **January 1, 2013**, and increase to **\$250.00** every 24 months, effective **January 1, 2015**.
- **Dental** – Effective date of ratification, add Major restorative services (specifically crowns, bridges and white fillings) and increase annual maximum for all dental services to **\$2000.00/year**.
- **LTD** – Effective date of ratification, enhance coverage – **first 12 months – own occupation**, and next 12 months any occupation.

#### 20.03 Pension

Add:

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

- Effective January 1<sup>st</sup>, 2015, the pension benefit will be 1.5% of base earning, for earnings below the YMPE.
- Effective January 1<sup>st</sup>, 2016, the pension benefit will be 1.5% of base earning, for earnings below the YMPE.
- Effective January 1<sup>st</sup>, 2017, the pension benefit will be 1.6% of base earning, for earnings below the YMPE.

### Article 23: Duration and Renewal

Revise as follows:

- 23.01 a) Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed and do not have retroactive effect.
- b) The Collective Agreement will terminate on the 31<sup>st</sup> day of December, 2012~~7~~.
- c) All terms and conditions of the present agreement shall remain in effect until the signing of a new Collective Agreement.

## Appendix "A" Wages

Revise as follows:

Effective the first Monday in January 2009~~13~~, current and new employees will be paid in accordance with the wage scale outlined below:

Effective the 1 <sup>st</sup> Monday of January, 2013	3.0%
Effective the 1 <sup>st</sup> Monday of January, 2014	3.0%
Effective the 1 <sup>st</sup> Monday of January, 2015	3.0%
Effective the 1 <sup>st</sup> Monday of January, 2016	3.0%
Effective the 1 <sup>st</sup> Monday of January, 2017	4.0%

All full-time members who were employees on the date of ratification of this agreement will be entitled to a \$300 signing bonus. All part-time members who were employees on the date of ratification of this agreement will be entitled to a \$150 signing bonus.

## Appendix "C"

Letter of Understanding  
Between  
Purolator Inc.  
And  
The Public Service Alliance of Canada

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

### **Eligibility:**

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

## DOCUMENT "A"

Change all references to "Purolator Courier Ltd" to "Purolator Inc."

### 1.03 Definitions

For the purposes of this Agreement:

- g) a) "Casual employees" are employees who work on an irregular or sporadic basis.
- d) b) "Continuous service" means uninterrupted employment with Purolator Inc.
- c) A "Freestanding" or "Stand-alone" Retail Store is a retail location that is not attached to a terminal.
- h) d) ~~The term "g~~Grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.
- e) e) "Local Union" means a fully constituted local by the Union of Postal Communications Employees representing members of the bargaining unit.
- e) f) "Regular employees" are full-time or part-time employees with permanent regularly scheduled weekly hours.
- a) g) "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.
- f) h) "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.
- b) i) "UPCE" means the Union of Postal Communications Employees of the Public Service Alliance of Canada.

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

### 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) **or more** 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.

## Article 16: Overtime

### 16.01 General

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

### 16.02 Overtime Definition

Overtime will be defined as any hours which an employee is required by the Company to work in excess of seven and a half (7 ½) hours per day or thirty seven and a half (37 ½) hours per week, and will be paid at the rate of time and one-half the employee's regular wage rate. **All training hours will be considered as hours worked for the purposes of calculating entitlement to overtime pay provided that an employee's attendance at the training is required by the Company.**

### 16.03 Overtime

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

### 16.04 Assigning Overtime

- a) Overtime shall be allocated on the following basis:
  - 1) The overtime shall first be offered to employees who normally and regularly do the work in question and who are immediately available at work.
  - 2) Where the overtime requirements are not met by following 1) above, the overtime will be offered to employees who possess the skills and qualifications required to perform the work, are immediately available at work and who have put their names on the overtime availability list.
  - 3) Where the overtime requirements are not met by following 1) and 2) above, the Company has the right to assign the overtime on a mandatory basis in reverse order of seniority. In so assigning overtime, the Company shall attempt to allocate mandatory overtime in a manner intended to equalize the requirements amongst the employees possessing the required skills and qualifications who are available at work, i.e. an employee has the right to decline an overtime assignment where the

employee has recently worked a significant amount of overtime provided alternatives for suitable replacement can be found.

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

~~16.04 Entitlement to Overtime Compensation~~

~~An employee is entitled to overtime compensation under clauses 16.02 and 18.07 for each completed period of fifteen (15) minutes of overtime worked by her if:~~

- ~~a) The overtime work is authorized in advance by the Company,~~  
~~and~~
- ~~b) The employee does not control the duration of the overtime work.~~

17.03 Vacation Entitlement

b) Newly hired employee - hired on or after July 1st

- i) Employees hired on or after July 1st are not entitled to any vacation during that same calendar year.
  - ii) During the calendar year following the year the employee is hired, the employee is entitled to take two (2) weeks vacation. The first week can be taken at any time in that calendar year, while the second week cannot be taken prior to July 1st.
  - iii) In the following years, the employees are entitled to take their weeks of vacation as per the remainder of this policy.
- c) Employees having more than one (1) year of continuous service but less than five (5) years of continuous service are entitled to take two (2) weeks vacation which may be taken at any time in the calendar year with the exception of the employees still in a) or b) above.
  - d) Employees having completed five (5) years of continuous service but less than ten (10) years of continuous service with the Company are entitled to three (3) weeks vacation, in the calendar year.
  - e) Employees having completed ten (10) years of continuous service but less than fifteen (15) years of continuous service with the Company are entitled to four (4) weeks vacation, in the calendar year.
  - f) Employees having completed fifteen (15) years of continuous service but less than twenty-five (25) ~~thirty (30)~~ years of continuous service with the Company are entitled to five (5) weeks vacation, in the calendar year.
  - g) Employees having completed twenty-five (25) ~~thirty (30)~~ years or more of continuous service are entitled to six (6) weeks vacation, in the calendar year.

17.04 Vacation Pay – Full-Time Employees

- a) v) Effective on the anniversary date of ~~thirty (30)~~ twenty-five (25) years service at the rate of 12%.

17.05 Vacation Pay – Part-Time Employees

- a) v) Effective on the anniversary date of ~~thirty (30)~~ twenty-five (25) years service at the rate of 12%.

21.05 Personal Days, Part-Time

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

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

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

<u>Average # of Weekly Hours Worked in Previous Year</u>	<u>Personal Day Entitlement</u>
37.5	5
35.0	4
32.5	3
<del>30.0</del>	<del>2</del>
20.0	<u>1</u> <del>2</del>
<20.0	0

**Appendix "B"**

**Classifications and Wage Levels**

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



**Letter of Understanding No 8  
Between  
Purolator Inc  
And  
Public Service Alliance of Canada**

~~The Company and the Union may meet up to four (4) times a year on pre-scheduled dates that may not be changed by anybody other than the Director, Human Resources and Labour Relations for Purolator Courier and the National President, UPCE for the Union. Minutes of these meetings will be transmitted to the Director, Human Resources and Labour Relations for Purolator Courier and the National President, UPCE for the Union. The purpose of these meetings is to discuss labour relations issues other than grievances.~~

~~Dates for these meetings will be scheduled between the Director, Human Resources and Labour Relations for Purolator Courier and the National President, UPCE for the Union.~~

**Letter of Understanding 9  
Between  
Purolator Inc  
And  
Public Service Alliance of Canada**

The Company agrees to continue its current practice whereby employees required by the Company to use their personal vehicle for Company business shall be entitled to an allowance of \$0.39 \$0.46 per kilometer. However, should the allowance be increased as per Purolator's Corporate Travel and Expense Policy, the Company agrees to pay the higher rate.

**Letter of Understanding  
Between  
Purolator Inc  
And  
Public Service Alliance of Canada**

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