

COLLECTIVE AGREEMENT

MAY 1, 2018 to APRIL 30, 2021

BETWEEN

MAIL- O- MATIC SERVICES LTD.

AND

VANCOUVER-VICTORIA MAILERS UNION

CWA/SCA CANADA

Local 30403 British Columbia

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**Collective Agreement
Between
Mail- O - Matic Services Ltd.
And
Vancouver/Victoria Mailers Union, CWA/SCA Canada
Local 30403 British Columbia**

CONTRACT

This contract is made **Nov. 26, 2018** between Mail-O-Matic Services Ltd., a corporation, hereinafter known as the Employer or Company, and the Vancouver/Victoria Mailers Union, CWA/SCA Canada Local 30403 British Columbia, hereinafter known as the Union, for itself and on behalf of all Employees described in Article I.

Purpose:

The purpose of this agreement is to promote, maintain and continue a harmonious and cooperative relationship between the Union and the Company and ultimately allow for a more prosperous and satisfying work environment.

ARTICLE 1 - COVERAGE / JURISDICTION

1. This contract covers all Employees of the Employer, except the Proprietors and Client Services representatives (CSR's), who are as of the date hereof, members of the Union or pursuant to this Agreement, will become during the term of the Agreement, members of the Union.
2. a) Performance of the kind of work either normally or presently performed within the Bargaining unit (the "Unit") covered by this Agreement, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to Employees covered by this Agreement.

b) Any kind of work similar in skill, or performing similar functions, as the kind of either normally or presently performed in said unit.
3. The Employer will not sub-contract or sublease any work, or function normally or presently performed under this agreement, except as otherwise agreed to by both parties.
4. The Employer shall maintain a safe work environment.

ARTICLE 2 - UNION SHOP

1. The Employer shall require, subject to Labor Law, that as a condition of employment of each Employee hired to perform such work as described in Article I, that the Employee be, and remain, a member of the Union in good standing immediately upon commencement of employment

ARTICLE 3 - RIGHTS OF EMPLOYER

1. The Union acknowledges that it is the sole and exclusive function and power of the Employer to supervise, manage and control the Employer's operations, except as expressly and specifically limited by this Agreement, and without limiting the generality of the foregoing, includes but is not limited to:
 - (a) The right to hire any and all Employees that may be needed from time to time.
 - (b) To promote, transfer, direct, classify, suspend, discipline, lay-off, discharge Employees (provided that a claim by an Employee who has completed probation that he/she has been discharged or disciplined without just and reasonable cause, should be dealt with under the grievance procedure provided for herein).
 - (c) The right to determine the qualifications required for each classification, to assess the performance of each and every Employee.
 - (d) The right to make publish and enforce rules for the promotion of safety, efficiency and discipline, and for the protection of the Employee and the Employer's facilities, equipment, and operation.

ARTICLE 4 - DUES DEDUCTION

1. The Employer shall deduct monthly from the wages of each Employee in the bargaining unit covered by this agreement an amount equal to the monthly Union membership dues, initiation fees or assessments and shall forward the sums so deducted, together with a list of names, addresses and classifications of Employees to the Union on or by the 10th day of every month. Such amounts shall be deducted from the Employee's earnings in accordance with the Union's schedule of rates furnished the Employer by the Union. Such schedule may be amended by the Union at any time.

ARTICLE 5 - HIRING, PROMOTIONS AND TRAINING

1. Senior full-time Employees shall have first consideration on job postings, shifts, days off and training for new equipment.
2. All current employees shall receive first consideration for all vacancies.
3. a) The Employer shall notify the Union and shall post on the bulletin board notices for each new employment opportunity, and shall give full consideration to current employee's subject to ability and qualification making application for stated employment opportunity

b) Familiarization Period - Should an employee apply and be accepted into a new position, they shall serve a further two (2) months familiarization period. Should the employee not be to successful, they shall be able to return to their previous position.

c) The employee shall continue at their current rate of pay, and once he/she has successfully completed the familiarization period, he/she shall be paid the minimum rate of the classification for the new position retroactive to the date he/she commenced the new position.
4. Qualifications for job postings shall not exceed those required to perform the job.
5. No employee shall in any way be penalized for refusing to except a promotion or a transfer.
6. The Employer shall hire Employees without regard to age, sex, race, marital or parental status, family relationship, or affectional preference.

ARTICLE 6 - DEFINITION OF EMPLOYEES

1. Full-time- Full-time Employees are workers who are permanently employed to work the shifts and hours set out in Article XI of this Agreement:
2. Part-time – Part-time Employees are workers who are temporarily employed on an "as-needed" basis at the Employer's sole discretion. Such Employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours of work on each day which they are needed to work.
3. Probationary Period- All new Full Time Employees will be considered probationary for the first ninety (90) shifts worked but not to exceed six (6) months. Should the Employer determine during the probationary period that the newly hired employee is not meeting the performance standards of the job the

Employer shall advise the employee and the union their reasoning in writing and may request from the union an extension of the probationary period. The union shall be advised in writing when the employee completes their probation.

4. A part-time Employee will be considered probationary for the first 675 hours worked. Should the Employer determine during the probationary period that the part-time employee is not meeting performance standards of the job, the Employer shall advise the employee and the union their reasoning in writing and may request from the union an extension of the probationary period. The Union shall be advised in writing when the employee completes their probation.
5. For the purposes of this Agreement and all other labor relations purposes including voting rights, part-time Employees shall only be considered to remain notional employees or have a continuing interest in employment with this Employer for 30 days after their lay off or last shift.
6. The Employer or his Representative shall make known to the Employees their duties and from whom they shall receive instruction as to the policies and procedures of the establishment

ARTICLE 7 - INFORMATION

1. The Employer shall supply the Union, on request, with a list containing the following information for each Employee, unless otherwise instructed by the individual Employee:
 - a) Name, address, sex, and date of birth
 - b) Date of hiring
 - c) Classification
 - d) Total salary
2. The Employer shall notify the Union monthly in writing of the following:
 - a) Step-up increases paid by name of the Employee, individual amount, resulting new wage, and effective date.
 - b) Changes in classification, wage changes by reason thereof, and effective date.
 - c) Resignations, retirements, deaths, suspensions, dismissals and any other revisions in the data listed in section 1, and effective dates.
3. Within one week after the hiring of a new Employee, the Employer shall furnish the Union in writing with the data specified in Section 1 for that Employee, unless otherwise instructed by the individual Employee

4. The Employer shall furnish to the Union a copy of any discipline of an Employee, criticism, appraisal, notice of company policy, or any other correspondence regarding an employee's conduct or performance, simultaneously with its being given to the Employee or placed in the Employee's personnel file.
5. The Employer will provide to the Union only that personal information of Employees that the Union requires for the purposes of the collective agreement and for representation of the Employees under the collective agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

1. As the first step in the grievance procedure set out here-with, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, including any letters of agreement jointly signed and appended to this agreement, representations shall first be made to the general foreman or chapel chairperson as promptly as possible and no later than 10 business days, (less weekends and statutory holidays) from the time the dispute comes to the attention of the party affected.
2. A Standing Committee of two representatives appointed by the Employer, and a like committee of two representatives appointed by the Union shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place. Should the general foreman and chapel chairperson be unable to adjust the difference within seventy-two (72) hours, excluding weekends and statutory holidays, either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstances, which results in a dispute shall be immediately reinstated and maintained until a decision is reached.
3. The members of the Committee shall be notified in writing by the executive officers of either party to this Agreement of a dispute and the Committee shall meet within ten (10) business days of such notice. If a resolution is reached on an issue by the Joint Standing Committee, the resolution shall be committed in writing and signed off by both parties and be binding for the duration of the collective agreement. Each party shall retain a copy of the signed resolution.
4. If any such matter (except renewal of this agreement), including any question whether a matter is arbitral, is not satisfactorily settled within thirty (30) days of its first consideration at the first step, it may be submitted to final and binding arbitration by either party. If the parties are unable to agree upon an

arbitrator within a period of ten (10) days, the appointment shall be made by the Minister of Labor for British Columbia, upon the request of either party. The costs of such Arbitration shall be borne equally by the parties, except that no party shall be obligated to pay part of the cost of a transcript without express consent.

5. Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representative in writing.
6. An Employee has the right to be accompanied by a Union representative at any meeting he/she takes with management regarding the Employee's relations with the Employer or any matter pertaining to this Article.

ARTICLE 9 - SECURITY

1. **a)** Seniority means length of continuous service with the employer, employment shall be deemed continuous unless interrupted by (a) dismissal for just cause, (b) refusal to accept an offer of recall into the department in which, and at the salary for which, the employee work when laid off or (c) resignation or (d) retirement.

b) There shall be separate full time seniority lists for each of the **four (4)** departments: office, data, **laser**, and production
2. There shall be no dismissal except for just cause, save and except layoff by the Employer to reduce the work force pursuant to paragraph 4 hereof. The Union shall be notified in writing in advance of the dismissal with the facts alleged to constitute just cause for the dismissal.
3. Miss-use, misappropriation, or dissemination of any confidential information of the Employer, including, but not limited to, the identity, contact particulars and other information of customers of the Employer, and such information of third parties, individual or corporate, supplied to the Employer by customers, or agents of customers, including, but not limited to, the identity, contact particulars, and other information of a personal or confidential nature, will be just and reasonable cause for summary dismissal.
4. **a)** Employees may be laid off when necessary to reduce the work force, due to declining economic conditions. The company shall advise the union in writing of the departments and the employees to be affected by the laid off four (4) weeks prior to stated laid off where it is possible and practicable to do so. During the first two (2) weeks of the layoff notice, the company agrees to consider recommendations made by the union to obviate or alleviate the layoffs. Following this process, any employee(s) to be laid off shall be advised in writing two (2) weeks prior to the actual date of lay off. The union shall be copied on stated layoff notice.

- b)** Part time employees shall be laid off before full time employees.
 - c)** If it becomes necessary to layoff the full-time employees in the affected departments, such layoffs shall be done in reverse order of seniority provided the remaining employees in the affected departments are qualified to perform the necessary duties. These laid off full time employees shall be placed on a full-time employee recall list in order of seniority list for a period of three (3) months.
 - d)** It is the employee's responsibility to provide the company with the most current contact information, (home address) which can include their home email address.
 - e)** Time spent on a recall list by a laid off Employee shall not constitute a break in continuity of service, but need not be counted as service time in computing seniority.
 - f)** A laid off Employee on the recall list shall continue to receive full coverage under all health and welfare programs described under the Benefits section of this agreement:
 - (1) which the Employee was receiving prior to the layoff and
 - (2) for which the Employer was paying premiums on behalf of the Employee,
 - (3) for a minimum of three (3) months from the day of the layoff, but
 - (4) limited to those health and welfare plans which allow this.
 - g)** If the economic conditions that caused the layoff improve or a vacancy occurs in the departments affected by the layoff, the full-time employees shall be the first offered to be recalled in order of seniority.
 - h)** The Company shall serve the recall notice in writing to the Union and to the current contact information of the employee to be recalled. The employee has seven (7) calendar days to respond in writing to the Company and to the Union. The employee shall return to work no later than twenty one (21) calendar days from the date of recall.
 - i)** No new employee shall be hired into department(s) affected by layoff until all the laid off employees on the recall lists have been given in writing the option of Recall or the Recall period has expired.
- 5.** Full-time employees shall relinquish their benefits and full-time status if they work less than two hundred (200) shifts in a year, as per policy outlined in the profit sharing procedure.

ARTICLE 10 - SEVERANCE PAY

1a) Upon being laid off or upon dismissal for any reason other than for njust cause, for employees with up to fifteen (15) years of continuous employment shall receive one weeks pay in a lump sum for each year of continuous employment up to a maximum of eight (8) weeks severance pay. Employees with over fifteen (15) years to twenty (20) years of continuous employment shall receive ten (10) weeks and employees with over twenty (20) years continuous employment shall receive twelve (12) weeks severance pay.

b)The severance pay shall be paid out at a mutually agreed upon time between the Company and the employee.

2. If the employee is recalled from layoff following the payment of the severance pay and before the expiry of the number of weeks so paid for, the weeks of severance pay remaining when he/she recommences employment shall be repaid to the Company. Reasonable terms of repayment shall be arranged between the employee and the Company.

ARTICLE 11 - HOURS and OVERTIME

1. Seven and one half-hours (7.5) continuous work, except thirty (30) minutes for lunch, between the hours of 6:00 am and 7:00 PM shall constitute a day shift.
2. Seven and one half-hours (7.5) continuous work, except thirty (30) minutes for lunch, between the hours of 2:30 PM and 10:00 PM shall constitute an afternoon shift.
3. Seven and one half-hours (7.5) continuous work, except thirty (30) minutes for lunch, between the hours of 10:00 PM and 6:00AM shall constitute a night shift.
4. Five (5) shifts shall constitute a week's work. Employees shall be given two fifteen (15) minute paid breaks per day.
5. A lunch period of at least thirty minutes and not more than one hour shall be assigned for each shift, such time not to be included in the number of hours specified for a days or nights work. The lunch period shall be as near the middle of the Employee's shift as the workload allows.
6. An Employee who is requested by the Employer to begin work in excess of two (2) hours before or two (2) hours after his/her assigned start time, shall receive compensation of an additional \$20.00 for working that shift.

- 7.a) The Employer must pay an Employee who works over 7.5 hours a day one and one half (1.5) times the Employee's regular wage for the time over 7.5 hours and Double (2X) time the Employee's regular wage for any time over 11 hours.
- b) An Employer must pay an Employee who works over 37.5 hours a week one and one half times (1.5) times the employee's regular wage for the time over 37.5 hours, and Double (2X) the Employee's regular wage for any time over 45 hours.
- c) For the purpose of calculating weekly overtime under subsection (b), only the first 7.5 hours worked by an Employee in each day are counted, no matter how long the Employee works on any day of the week.
8. An Employee shall be paid at the rate of double the Employee's regular wage when authorized by or requested by the Employer to work on the seventh day of his/her workweek.
9. No full time Employee shall be paid for less than a full shift when beginning work at his/her scheduled reporting time, except when discharged for cause or excused at the Employee's own request.
10. The Employer will distribute to employees by department all overtime as fair and as practicable as possible.

ARTICLE 12 - VACATION WITH PAY

1.a) A full-time Employee will be entitled to two (2) weeks paid vacation after their first calendar year; for those Employees starting prior to April 1st, this term will be considered as one calendar year, for those starting April 1st on this will not constitute a calendar year and the Employee shall have to complete a full calendar year before the entitlement will take effect. If an Employee works less than 150 shifts, that Employee's vacation shall be calculated as one (1) vacation day for every fifteen (15) shifts worked or major fraction up to a maximum of ten (10) days. A full-time employee's paid vacation entitlement increases as follows:

- After four (4) calendar years of continuous employment with the employer; three (3) weeks
- After nine (9) calendar years of continuous employment with the employer; four (4) weeks
- After fifteen (15) calendar years of continuous employment with the employer; five (5) weeks
- After twenty (20) calendar years of continuous employment with the employer; six (6) weeks

- b) Part-time employees shall receive eight per cent (8%) of earnings in lieu of Statutory holiday pay and Vacation pays.
 - c) A part-time employee's vacation pay shall increase:
 - d) by an additional two (2%) per cent after four (4) calendar years of continuous employment with the employer; an additional two (2%) per cent after nine (9) calendar years of continuous employment with the employer; an additional two (2%) per cent after fifteen (15) calendar years of continuous employment with the employer; an additional two (2%) per cent after twenty (20) calendar years of employment with the employer.
 - e) Part-time employees who work less than one hundred fifty (150) shifts in a calendar year shall be considered casual help and not subject to the vacation pay increases.
 - f) Annual earned vacation days shall be taken within the calendar year. Vacation day selection for the current calendar year must be submitted in writing to the Company, by Jan. 31, for all departments. If an employee has not submitted their vacation days' selection by June 30, the Company shall assign the vacation selection to the employee. Those employees who have submitted their vacation selection by June 30 shall be allowed to carry over five (5) calendar vacation days to the following calendar year provided they have submitted reasons in writing and approved by the company.
 - g) All annual earned Vacation days will be calculated in hours.
2. An Employee shall receive an extra 1/2-day vacation with pay for each thirty-five (35) hours of overtime the Employee works within the 2015, 2016 and 2017 calendar year.

ARTICLE 13 - STATUTORY HOLIDAYS

1. Each Employee shall have the following days off with full pay: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia (B.C.) Day, Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any day proclaimed as a holiday by federal or provincial authority.
2. A full-time Employee scheduled to work on the above-named holidays shall receive straight time pay when not required to report.
3. An Employee required to work on any holiday, or for a night shift Employee on the day substituting for the holiday, shall be paid at the rate of double (2X) time, with a minimum of a full day's pay at the rate of double (2X) time, in addition to the Employee's regular weekly salary.

ARTICLE 14 - UNION REPRESENTATIVE

1. The Employer recognizes the Chapel Chairperson to be the Union's representative in the plant. The chapel chairperson shall not be subject to disciplinary action by the Employer in the performance of his duties as Union representative. Members of the Union who are not Employees of the Employer may apply to the Employer upon reasonable notice for permission to enter the non-public areas of the Employer's premises, in the case of a recognized Union representative such permission shall not be unreasonably withheld by the Employer.

ARTICLE 15 - BULLETIN BOARD

1. The Employer shall provide a bulletin board for use by the Union for posting official Union notices.

ARTICLE 16 - LEAVES AND JURY DUTY

1. Upon notice in writing, and for reasons mutually deemed to be considered good and sufficient between the Employer and the leave taker, leaves of absence will be granted.
2.
 - a) Upon notice in writing, not less than 48 hours in advance and submitted to the appropriate dayshift or nightshift foreman and the Chapel Chairperson, the Employer shall grant one elected or appointed representative of the Union a leave of absence to attend conventions, conferences, seminars of the Union and bodies to which the Union is affiliated and
 - b) The Employer shall not unreasonably deny one elected or appointed representative of the Union a leave of absence to attend to Union Business which requires them to leave their general work area.
 - c) The Employer shall grant up to two (2) Employees who are representatives of the Union on a Bargaining Committee a leave of absence to attend meetings of the Bargaining Committee.
3. Pregnancy leave and parental leave shall be granted to Employees in accordance with the Employment Standards Act of B.C. Early leave will be allowed upon written advice from a physician and up to two (2) weeks shall be allowed for spouse upon written advice.

4. a) One (1) days' pay for sick leave will be paid per calendar year to full time Employees for every complete twenty-six (26) shifts of work completed by that Employee in the calendar year, to a maximum of ten (10) days' pay for sick leave per year.
 - b) The employer reserves the right in all cases of illness or reported absence to require the employee to have a medical questionnaire provided by the Company to be completed by the employee's doctor.
 - c) If the employer requests a medical questionnaire to be completed by the employee's doctor, said questionnaire shall be 100% paid for by the employer.
5. An employee shall be granted three (3) days bereavement leave with pay in the event of a death of the immediate family which includes mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, all in-laws, all grandparents. An employee shall be granted five (5) days bereavement leave with pay upon the death of a spouse, child, step-child. The leave will be increased by one (1) additional paid day for travel should the death occur more than six hundred (600) kilometers from Vancouver.
 6. The Employer shall pay to each employee serving on jury duty the difference between a day's pay for each day up to five (5) days a week (for full time employees) that the employee is absent from work and the total sum paid to the employee for such jury duty.

ARTICLE 17 - MERIT INCREASES/BONUSES

1. Nothing contained herein shall prohibit the Employer from granting, or the Employee from receiving merit wages or bonuses in excess of the amount set forth in the wage section of this Agreement.

ARTICLE 18 - PIECE WORK

1. By agreement with the Employer and the Chapel Chair, a piece work arrangement may be agreed upon, if such becomes necessary, because of the contract between the Employer and the customer.

ARTICLE 19 - PICKET LINES

No Employee covered by this agreement shall be required to cross a legal picket line.

ARTICLE 20 - BENEFITS

1. The Employer agrees to maintain all present plans and programs, without a reduction, for the term of this agreement.
2. The Employer will provide group life insurance, accidental death and dismemberment, long-term disability insurance, and extended health care (Dental and vision care included) to eligible full-time Employees.
 - a. Vision care to include the cost of eye examinations up to one hundred (\$100.00) dollars in any twelve (12) month period for a person age eighteen (18) and under and any twenty- four-month period for any other person.
 - b. In the event a full time or part time employee dies and that employee's eligible dependents are covered under Extended Health benefits including vision care and Dental plan; coverage for the eligible dependents shall continue for three months and the Employer shall pay the full costs of this coverage.
 - c. The Union and the employees will be advised in writing of any changes to the current health care plan providers and there shall be no reduction in the level of benefits provided.
3. The Employer shall contribute to an RRSP and/or the CWA/ITU Pension Plan for each regular full- time Employee. Employees will have the option, at the beginning of each contract year, to determine the amount that goes to their RRSP contribution or to the Pension Plan. Pension Plan contributions must be the same for each employee covered.
 - a) At the rate of \$16.00 per shift worked to a maximum of \$80 per week after March 31, 2008.
4. At the beginning of each contract year, Employees shall direct the Employer to pay one hundred (100%) per cent of the contribution into the CWA/ITU Pension Plan, or RRSP or alternatively, 50% into their RRSP and 50% into the CWA/ITU Pension Plan. Contributions shall be made for any shift for which an Employee receives compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty). To the extent an Employee elects to have his contributions split between the RRSP and the CWA/ITU Pension Plan, the following provisions

apply:

- a) The purpose of the Plan is to provide pensions on retirement, death benefits and other related benefits for covered Employees of the Employer. The Plan is administered by Union Trustees. Remittance Forms to be furnished.
 - b) Contributions shall be made by cheque, money order or similarly recognized medium of exchange, shall be made payable to the CWA/ITU Pensions Plan (Canada) and shall be forwarded to (such corporation as designated by the Trustees of the plan) no later than the 20th day of the following calendar month for which contributions are due. Remittance Forms to be furnished by the CWA/ITU Pension Plan (Canada), no later than the 20th day of the following calendar month for which contributions are due.
 - c) Title to all monies paid into the Plan shall be vested and shall be held exclusively by the trustees in trust for use in providing the benefits under the Plan and paying its expenses.
 - d) The Company shall supply to the Chapel Chairperson a copy of receipted Remittance Forms received from the CWA/ITU Pension Plan (Canada) within five (5) days of receipt of such forms.
5. A steel toe boot and shoe gift certificate of \$150 over three years, will be given to regular full-time and part-time employees
 6. The Company will ensure eyeglasses and drug coverage benefits for employees covered by this agreement and supply written guidelines of all benefits provided.

ARTICLE 21 - SCALE OF WAGES

2018: Pay period following Date of ratification \$500.00 signing Bonus

2019: 0 wage increase

2020: May 1, 50 ¢ across the board

	May 1, <u>2018</u>	May 1, <u>2019</u>	May 1, <u>2020</u>
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DAY SHIFT SCALE OF WAGES

Programmer/Job Coordinator	\$29.18	\$29.18	\$29.68
Accountant	\$26.27	\$26.27	\$26.77

General Mail Handler II	\$24.11	\$24.11	\$24.61
General Mail Handler/Clerical Reception	\$23.09	\$23.09	\$23.59
General Mail Handler Entry Level Year 2	\$21.10	\$21.10	\$21.60
General Mail Handler Entry Level Year 1	\$19.60	\$19.60	\$21.10
Part – Time	\$13.90	\$13.90	\$14.40

AFTERNOON SHIFT SCALE OF WAGES

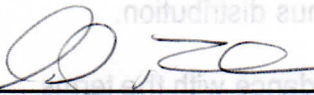
Programmer/Job Coordinator	\$28.47	\$28.47	\$28.97
General Mail Handler II	\$26.09	\$26.09	\$26.59
General Mail Handler/Clerical Reception	\$24.97	\$24.97	\$25.47
General Mail Handler Entry Level Year 2	\$22.85	\$22.85	\$23.35
General Mail Handler Entry Level Year 1	\$21.20	\$21.20	\$21.70
Part – Time	\$13.90	\$13.90	\$14.40

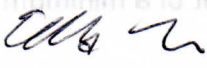
There will be a \$10.00 per shift premium paid to any Employee required to cover the lead hand or Job Coordinator position while the lead hand or Job Coordinator is on holidays, is sick or on leave. Full-time Employees working nightshifts shall be paid 10% over the above rates. Employees whose wage category has been changed or eliminated in this contract, shall maintain their present wage rate and receive future benefits and wage increases in accordance with this agreement.

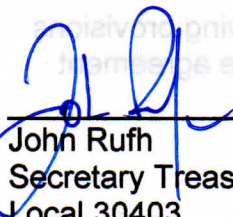
ARTICLE 22 - TERM OF AGREEMENT

- 1 This contract shall commence on May 1, 2018, and expire on April 30, 2021 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.
- 2 Written notice of the desire to amend the Agreement shall be given by either party at least sixty (60) days prior to the expiration date of the contract. If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new agreement is reached or action is authorized by the Union or the Employer signatory hereto.

On behalf of the Union:


Dave Robinson

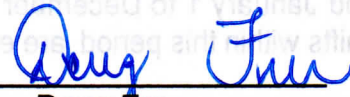

Elliott Low

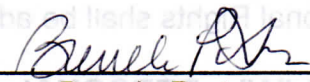

John Rufh
Secretary Treasurer
Local 30403


Deborah Service-Brewster
Administrative Officer
Local 30403

On behalf of the Company


Scott Thomson


Doug Frew


Brenda Porter

LETTER OF UNDERSTANDING # 1

As of March 1, 1999, to Dec. 31, 2019 inclusive B.C. Medical coverage is available to all Full-time employees and to the Part time employees listed below. Payment of premiums shall be limited to the equivalent coverage for one (1) person for each employee of Mail-O-Matic. This benefit has no cash value. Premiums will not be paid for those who are not in need of this benefit (i.e. they are already covered through another employee, spouse etc.)

Part-time Employees: Maureen Wilander

Lisa Bauer

Meina Liu

Traci Liu

Jonathan Levett

Mei-Hau Lan

LETTER OF UNDERSTANDING # 2

This letter of understanding does not form part of the collective agreement. It is a statement intended to provide clarification only on the general terms of the bonus distribution.

A profit share bonus shall be paid to Employees on a basis in accordance with the terms agreed to by the Company and the Bargaining Committee. The rate per shift has to be determined. Maximum eligible shifts are 250. Eligible shifts are those worked within the period January 1 to December 31. Employees who have worked the equivalent of a minimum of shifts within this period, are eligible for a bonus.

LETTER OF UNDERSTANDING # 3

The Company and the Union agree, that effective immediately, the following provisions Re: Personal Rights shall be added and form part of the current collective agreement

ARTICLE "A": PERSONAL RIGHTS

- 1 The Employer and the Union recognize the right of Employees to work in an environment free from personal and sexual harassment, and from any penalty or threat of penalty for rejection of such behavior. The Union and the Employer therefore agree that neither will discriminate nor will they allow any of their agents, members or representatives to discriminate against any Employee regarding employment with the Employer or membership in the Union on the basis of any of the prohibited grounds of discrimination under the British Columbia Human *Rights Code*.
- 2 Personal harassment means repeated comments or a course of conduct that is based on any the prohibited grounds of discrimination under the *Human Rights Code* and that is known or ought to reasonably be known to be unwelcome, demeaning, humiliating and/or unfair to an Employee and/or member of the Union. Personal harassment does not include legitimate discussions between management and Employees that are necessary for the Employers operations.
- 3 Sexual harassment means comments or a course of conduct of a sexual nature that that is known or ought to reasonably be known to be unwelcome, demeaning, humiliating and/or unfair to an Employee and/or member of the Union and shall include:
 - (a) sexual assault, solicitation, advances or inappropriate touching;
 - (b) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate

- touching is rejected;
- (c) propositions in exchange for workplace favors;
- (d) direct insult on the basis of gender;
- (e) stalking;

4 Complaints of harassment raised by an Employee against the Employer shall be resolved through the grievance procedures set out in Article VIII of this Agreement, subject to the following provisions:

(a) the complaint must be initiated within 30 calendar days of the latest alleged occurrence by the employee submitting a grievance through the Union to the Senior Manager of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer;

(b) the grievance shall first be heard by the Standing Committee as described in Article VIII (2) of this Agreement;

(c) the Standing Committee will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing;

(d) the Standing Committee shall investigate the complaint and, if possible, resolve it consensually;

(f) if the complaint cannot be resolved by the Standing Committee, within 30 days of its hearing it shall submit a written report to the Senior Manager of the Employer setting out its findings and, if any, recommendations. The Senior Manager shall then, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue;

(f) where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action against the Complainant. Such action shall only be just cause and may be grieved pursuant to Article VIII;

(g) pending resolution of the complaint, the Employer may take interim measures to separate the Employees concerned if deemed necessary;

(h) where the parties to the proceeding are not satisfied with the Senior Manager's response delivered per paragraph (e) above and are unable to otherwise resolve the matter through negotiation, within 30 days of the last step taken to resolve the

matter it shall be submitted to arbitration pursuant to the provisions set out in Article VIII (4) of this Agreement:

- i. an Arbitrator hearing a grievance under this Article shall have the authority to
- ii. Uphold or dismiss the complaint;
- iii. Determine the appropriate level of discipline to be applied to the offender, or return that issue to the Employer to determine the appropriate disciplinary penalty
- iv. Retain jurisdiction to resolve any issues with respect to the
- v. imposition of any discipline or any other matter related to the case; and
- vi. Make such further orders as may be necessary to provide a final and binding resolution of the grievance.

LETTER OF UNDERSTANDING # 4

Notwithstanding the provisions of Article IX, the Company and Union agree that the following employee position shall be deemed to be included on all seniority lists, for Full time employees:

Collin Ell and such other employees as the Company and the Union may agree to from time to time.

LETTER OF UNDERSTANDING # 5

As of April 1, 2008, the Employer shall contribute to the Mail-O-Matic Group RRSP and/or the CWA/ITU Pension Plan in accordance with Article XIX – Benefits on the collective agreement for the following long-term employees listed below:

Maureen Wilander
Lisa Bauer
Meina Liu
Traci Liu
Jonathan Levett
Mei-Hau Lan

LETTER OF UNDERSTANDING # 6

The Company and the Union agree that the former full time employees who were laid and then recalled for part time employment shall retain their seniority earned as a full time employee. The named employees are:

Meina Liu
Traci Liu
Jonathan Levett

Signatures affixed below signify the signing of each of the foregoing Letters of Understanding by the respective parties and that Letters of Understanding #1, #2, #3, #4, #5 and #6 form part of the collective agreement.

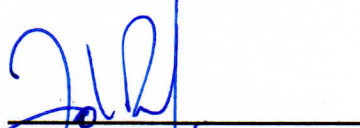
On behalf of the Union:



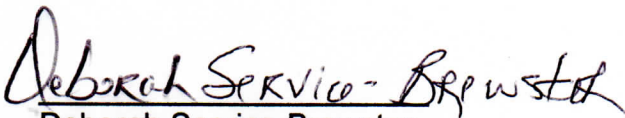
Dave Robinson



Elliott Low



John Rufh
Secretary Treasurer
Local 30403

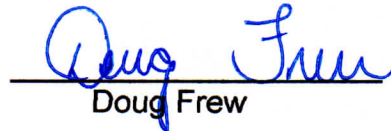


Deborah Service-Brewster
Administrative Officer Local 30403

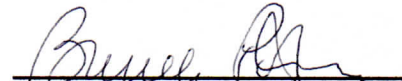
On behalf of the Company:



Scott Thomson



Doug Frew



Brenda Porter